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☞ *No.* 15 *of the Journal contains the* "REPORT OF THE COMMISSIONERS ON THE REGISTRATION OF TITLE TO LAND."

THE SOLICITORS' JOURNAL.

LONDON, MAY 2, 1857.

COMPANIES AND AUDITORS.

Some new and striking portraits have been added to Mr. LINKLATER'S British Bank Album. We are already familiar with the admirable photographs which he has produced from the various types of the genus Director. There was, first, the hungry Director—an unattractive, omnivorous animal, very destructive in his habits, and preying equally on shareholders and creditors. Then we had an almost perfect specimen of the sanguine Director, in the person of Mr. ESDAILE. The peculiarity of this curious creature is, that he never knows when he is ruined, and faces the most formidable difficulties, in the interest of his constituents of course, with easy confidence and unscrupulous craft. Perhaps the most interesting species of all is the innocent Director. His great aptitude for business consists in the facility with which he indorses any amount of knavery without sullying the purity of his own exalted conscience. There could not be a better example of this species than Mr. APSLEY PELLATT, who has surpassed all who have gone before him in the practice of signing everything and knowing nothing. It is only a small step further to the fraudulent Director proper, duly illustrated by Mr. HUMPHREY BROWN. We should be very sorry to think that Directors in general are fairly represented by the heroes of the Royal British Bank; but however exaggerated their qualities may be, these gentlemen are probably only abnormal developments of organisations which are to be found in a less monstrous shape in a large proportion of our commercial companies. Among the motives that often induce men to aspire to a seat at a board are self-interest, and the love of management; while too many undertake the duties of superintendence for no conceivable reason, except because they are totally unfitted for them. These are the mild types which the Royal British swindle had the honour of developing to a perfection till then unapproached. The hungry species was only the common self-interested Director, in a preternatural state of expansion; the crafty Director grew out of the managing man by a natural process; while the peculiarities of the incapables were caricatured by the wilful blindness of the "respectable" section of a board of rogues.

The more recent examinations in the Court of Bankruptcy have given us a glimpse of another part of the joint-stock machinery, which is still more worthy of study from its bearing on the system of audit which prevails in almost every company. Every one knows what an auditor is expected to do. His services would never be required if boards and managers were incapable of doing wrong. While everything is straightforward and above-board, the auditor has only to certify that all is right. It is when directors are given to crooked paths, and managers find their interest in fraud and deception, that the auditor is expected to save his constituents from ruin. Twice a year he is to spend a few hours in unravelling affairs that an ingenious manager has spent months in complicating. He must be independent enough to shrink from no investigation, and too acute to be deceived by the cleverest misrepresentations. All this is expected from a man whose salary is some £20 or £30 a year, and whose only acquaintance with the business which he is called upon to watch is derived from a cursory examination of the statements which the managing body choose to lay before him. The task allotted to him is a palpable impossibility; and though the gentlemen who filled the office in the Royal British Bank may have been a shade worse than ordinary, it is a necessity of an auditor's position that he can never fulfil his duty of guarding against fraud, except where there is no fraud against which to guard. As a rule, an auditor must take so much for granted that it is not very material whether he questions a little more or a little less. If he is ever so resolved to discover everything, he has not a chance against the superior knowledge of officials, whose interest it is to keep him in the dark. His opportunities are about equal to those of a spy who should be sent into the enemy's camp for a few hours with a letter of introduction to the general, and express instructions to examine just what the commander might choose to show him, and nothing else.

The auditors of the Royal British Bank seem to have resigned themselves, without a struggle, to the difficulties of their position. One of them, indeed, when fresh at his work, took a fancy into his head that his audit could not be satisfactory unless he saw the bills and securities, and looked at the accounts. But Mr. CAMERON had some conversation with him, and soon convinced him that he had misconceived his duties. After that, everything went quite smoothly. It was clearly understood between them and the officials that the auditing was a mere farce, and could not possibly be anything else. And a very broad farce it was. One or two of the jokes are excessively droll. For example, Mr. PAGE observes that the answers of the accountant, Mr. CRAUFURD, were always clear and satisfactory. The only doubt he expressed was about two debts, one of £32 and the other of £18, and even these he hoped the bank would ultimately recover. At this very time the auditors had before them a balance-sheet in which one of the items of credit was, "London bills, No. 5, £89,000." All these were overdue, and about £50,000 utterly worthless. The excellent accountant and manager, Mr. CRAUFURD, presented the statement in that shape by the orders of his superior, and admits, with charming *naiveté*, the object of the arrangement: "It was calculated to deceive the auditors. There can be no doubt about that. It was a mode which had always been adopted. It was intended that they should believe that the items represented good assets." Mr. CHANDLER, the other auditor, even surpassed Mr. PAGE in the facility with which he accepted the statements of the balance-sheet which it was his duty to verify. He took it for granted that the £89,000 were current bills, as they were represented to be, and had not the least notion that they were past due loans. Mr. MULLINS, the worthy solicitor, had told him that any school-boy could audit the accounts; and that led to his acceptance of the office. At first, he picked out a few items, but finding these correct, he was less minute in his examination afterwards. This being the principle on which the functions of the auditors were performed, it is not at all surprising that Mr. CHANDLER remained

in happy ignorance of everything which it was desirable that he should know. He never heard a word of HUMPHREY BROWN'S, GWYNNE'S, or other debts; he was not even aware that Mr. BROWN had a drawing account at all; he was ignorant of the existence of the Welsh works; he was not at all startled by a suspense account of £36,000, the bulk of which was a fictitious credit for the unlucky mines; and an "adjusting interest account" of £26,000 never suggested an inquiry as to the source from which it was derived, the item being, in fact, mainly composed of an entry of imaginary interest upon the non-existent capital which had long since been swallowed up in the mining speculation. Even if he had seen the entry, he thinks he should not have made any inquiry about it. Mr. CHANDLER, of course, believed the bank to be quite solvent up to the time of its stoppage; and Mr. PAGE was greatly surprised at that unfortunate event.

What makes Mr. CHANDLER'S simple credulity the more remarkable is, that his own little transactions with the bank might have suggested the possible existence of similar dealings on a larger scale. He had borrowed for himself a few thousands; but then he always acted honourably, and devoted the whole of his £25 salary towards the liquidation of the debt. It is a curious circumstance, too, that he was a co-director with Mr. ESDAILE of the Wandle Waterworks Company, which borrowed £17,000 of the bank, and is now preparing to wind up. Besides this, Mr. CHANDLER sat upon the boards of the Irish Peat Company, and the Chartered Australian Land Mining, Importing, and Refining Company (which he tells us is now "in abeyance"), side by side with directors of the Royal British Bank; but all these opportunities failed to suggest that there might possibly be some matters into which an auditor would do well to inquire.

The repeated exposures of personal misconduct on the part of every one connected with the bank are becoming, to us at least, simply wearisome and disgusting. The cool audacity with which Mr. CRAUFURD avowed every piece of knavery in which he had assisted, and the gross collusion of the auditors, are not the most significant part of the last batch of revelations. What strikes us as much more serious is the evidence which is afforded of the inevitable failure of intermittent auditing as a check upon dishonesty. No auditor, unless he is almost continuously engaged in his inquiries, stands the smallest chance against a system of fraud concocted by those who have the power of mystifying accounts to any extent they please; and although Mr. PAGE and Mr. CHANDLER may have been miracles of acquiescence, almost all auditors are to some extent compelled to follow their example, and to take for granted the veracity and honesty of directors, rather than engage in a conflict where they have not the remotest prospect of obtaining a victory. There are many serious and perhaps insurmountable objections to a system of continuous audit; but if that cannot be made effective, it would be far better for shareholders to abandon the attempt to control their managers at all, instead of relying upon the security of an occasional audit, which serves no purpose whatever but to lull them into false security.

MR. NEATE ON CAPITAL PUNISHMENTS.

The new member for the City of Oxford has published another pamphlet on a subject upon which we should have thought there was no room for any further discussion. Almost every argument for and against the punishment of death has been canvassed so repeatedly, and the ground taken by those who adopt either side of the question is so clear, that it seems difficult to say anything new upon the subject. Stripped of all irrelevant matter the question lies in the smallest possible space. Are we or are we not to continue to hang murderers? Those who support the affirmative of this proposition are of opinion that murder is the most enormous of crimes, and that death is the severest of punishments, and that by associating together the two notions we produce a deep detestation of the offence in all classes of society, the effect of which is to check the crime. They also maintain that however slight a check any punishment may impose on passions of extreme violence, when already inflamed to the extreme verge of crime, the disposition to commit murder may in its earlier stages be greatly checked by the consideration that its indulgence would lead to an ignominious death; and much more than by the fear that it would lead to perpetual imprisonment.

Against this view of the case Mr. NEATE has really nothing to oppose but arguments *ad misericordiam*, and a set of refinements a great deal too ingenious to be true. He tells us for example, that hanging is a very dreadful thing, and describes at some length the sensations of a man who is going to be hung. Of course it is terrible. It is meant to be so, and if it were ten times more terrible, and thereby perhaps twice as efficient as it is, it would be all the better. As to the argument that the association between murder and hanging makes people detest murder, Mr. NEATE admits its force, but he says that people detest murder without it, and that the same argument would apply with more force to other crimes. The answer is, that from time immemorial murder has been punished with death almost invariably, whereas other crimes (with some exceptions) have only been so punished occasionally; and therefore much of the detestation which people habitually feel for murder is probably derived from the fact that it has been so punished, and must be maintained in the same manner. We could mention one or two other crimes of a very deep dye indeed, which, till lately, were always punished by death, and we believe that since that punishment has ceased to be inflicted the detestation of them has not by any means increased; and that, in countries where the law does not notice them, they are commoner than they are here. As to the effect of capital punishment in terrifying criminals, Mr. NEATE observes, that the peculiar characteristics likely to be found in murderers, and the peculiar nature of the temptations to commit the offence, render it probable that, of all criminals, murderers will be least likely to be deterred by the fear of death. He further argues that the fear of death is less effectual than the fear of perpetual imprisonment would be, because it is less certain to follow detection, and certainty, he observes, is the primary cause of the efficiency of any punishment whatever. We attach less weight than Mr. NEATE to the importance of certainty as a deterring element in punishment. Absolute certainty of imprisonment for life would probably have greater deterring force on a murderer than a strong probability of being hanged; but if the chance of his being hanged were even, and the chance of his being perpetually imprisoned as five to four, we think that the difference in the severity would more than overbalance the difference in the probability of the punishment. We think, moreover, that Mr. NEATE overrates the uncertainty which the timidity of jurors throws over the results of capital trials. Uncertainty, at any rate, is a defect in the working of the criminal law, whatever view we may take of capital punishment; and it is a defect which may be to a great extent remedied by sufficiently obvious means.

There is, however, one point in the comparison between capital and secondary punishment which Mr. NEATE quite overlooks. However much the uncertainty of its infliction may diminish the terror of capital punishment, there can be no doubt that the principal element of its horror is the uncertainty of its effects, and the certainty that, whatever they may be, no human efforts can in the least degree avail to alter them. A man, especially if he is an habitual criminal, knows

pretty well what imprisonment is like; he can form a sort of picture of the life which he would lead in prison; he may hope that society will get tired of punishing him, and that the same sort of tenderness which has spared his life may induce people in course of time to think that perpetual imprisonment is too hard a lot, even for an assassin. But when the gate of death is once passed, there is no return. All science ends there. No analogy gives more than a taper light in that thick darkness. Death leaves the man alone with his sin. He goes on his way, and we see him no more. This is what gives capital punishment its true value; and so long as life and death retain their present relations, nothing else can equal its effect.

Of the general temper of Mr. NEATE'S pamphlet we cannot speak highly. It is singularly violent, and contains a great deal of matter which is quite foreign to the merits of the question. It begins, for example, with a vehement denunciation of the wickedness of the old penal laws of the last century, which are brought into the discussion professedly because "it is a good thing that nations should be reminded of their sins;" but the manner in which Mr. NEATE, like other advocates of his view of the question, continually recurs to a past state of things, leaves on the reader's mind an impression that, however he may rejoice over the mitigation of the severity of the law, he feels some soreness at the degree in which that measure has weakened his own position. He cannot resist the temptation of making an opportunity to show us how he would have thundered at the old system if it had been still in force. Bad as that system was, Mr. NEATE does not exactly lay the blame of it on the shoulders to which it properly belongs. It was principally, he says, the growth of the wicked eighteenth century, which, with a very offensive sneer he calls "the least glorious, though it must be owned the most English period of our history." He goes on to say, that before that time "the principles of a baser age"—namely, that property should be protected at the expense of life—had only been fully anticipated by Acts of HENRY VIII. and EDWARD VI. against horse-stealing. Can a Barrister and a Member of Parliament really be ignorant that grand larceny, *i.e.* stealing above the value of one shilling, was felony as far back as the days of EDWARD I., and that this severe law was executed with such unsparing rigour by HENRY VIII. that he hung people all through his reign at the rate of about 2,000 a-year?

Mr. NEATE'S savage hostility to the memory of the judges of the last century, and to English criminal law in general, occasionally leads him into the most flagrant absurdities. He speaks, for example, of the love of freedom which existed in this country in the eighteenth century as "a gross—a sensual—almost an animal passion." Is that the language which a gentleman and a scholar ought to employ in speaking of the feelings which were represented by such men as BURKE, and Lord CAMDEN, and Lord CHATHAM—to say nothing of CHARLES JAMES FOX? Is it fair to speak with the most bitter contempt of the English law and English judges of that time, and yet not to say one word of the faults into which other nations fell? Mr. NEATE hints that the French in particular were infinitely our superiors in humanity. Certainly, by English law, a man was pressed to death for standing mute in 1735; but, horrible as was this penalty, it was the man's own voluntary choice. It is not quite the same thing to starve a child to death *simpliciter*, and to give it the choice between starving to death and overcoming a prejudice against boiled mutton. Though, however, English law is chargeable with this modified form of torture, it is certainly not chargeable with breaking men on the wheel, cutting out their tongues during their lifetime, or quartering them by four horses after lacerating their flesh with red-hot pincers; and all these things were done by the humane French in the course of the last century. Mr. NEATE, however, is so anxious to decry his country, that he goes so far as to say that there was a kind of mercy in death by torture, because "pain and decay are man's natural comforters against the coming of his great enemy." Following out this idea, if Mr. NEATE could not abolish capital punishment he ought to wish us to flay a woman alive for a child murder, to break men on the wheel for assassination from jealousy, to burn them for murder combined with robbery, and to reserve simple hanging for such men as PALMER or RUSH.

We might extend our observations on this subject to a great length, but we have done enough to show the character of the pamphlet.

Legal News.

The LORD CHANCELLOR and the LORDS JUSTICES have been sitting together in the Court of Appeal, and this arrangement, we believe, is considered by Lord CRANWORTH to be most nearly in accordance with the intention of the Legislature, but still it is liable to be departed from whenever there is an arrear of unheard appeals. We cannot think that this uncertainty in the constitution of the Court of Appeal can be at all satisfactory to the suitors. It is quite a matter of accident whether a judgment of the Master of the Rolls, or of one of the Vice-Chancellors, will be reviewed by one, two, or three judges. But if the powers of a single intellect suffice for the decision of appeals, why should three minds be employed upon them, and three judicial salaries be incurred? If, again, three judges are employed upon any cause, all the suitors who resort to the same tribunal have a right to the same attention? Suppose, again, an appeal from a decision of the LORD CHANCELLOR and the LORDS JUSTICES to the House of Lords, and that that august body should be represented for the occasion, as has sometimes happened, by Lord CRANWORTH and two lay peers. We presume that such an absurdity as this would not be permitted to occur; but it is a sufficient condemnation of our present judicial arrangements to admit that it would be quite according to law. Even under peculiarly favourable circumstances the presence in the House of Lords of two ex-chancellors or retired judges to assist the CHANCELLOR is the very utmost that an appellant could expect. But thus there would be a court of three judges to review the decision of an equal number, and it is quite an open question to which tribunal should be ascribed the preponderating weight of wisdom.

The *Daily News* of yesterday speaks of a change in the custody of the Great Seal as imminent. We should suppose that the want of a more vigorous and efficient Chancellor has for some time been evident to everybody not a minister. But are we to believe that the recesses of the Cabinet have only now been penetrated by the conviction of this necessity? The same journal disposes rather easily of the pretensions of the ATTORNEY-GENERAL, and sets up Sir W. P. WOOD as the most eligible successor to Lord CRANWORTH. The week has been fertile in occurrences suited to call forth endless discussion in professional circles. There was the characteristic declaration of Sir A. COCKBURN at Southampton, that it is a "slow" thing to be Lord Chief Justice of the Common Pleas, and that the only life worth living is that of advocate and politician, with its excitement and its brilliant chances. Mr. PHINN is of the same opinion as his distinguished friend, and he has chosen a favourable moment to return to practice. Being no longer in the House of Commons, he may expect a fair share of the plentiful crop of business which is promised before the election committees.

THE REMUNERATION OF SOLICITORS.

(From the *Daily News*).

We published on Tuesday the programme of the Law Amend-

ment Society. But a programme is one thing, and performance another. Will anything serious be done in the first session of the new Parliament towards law reform? Most people seem agreed that something ought to be done; and, indeed, several schemes of reform have not only been propounded, but have been actually embodied in draft bills. But the question recurs—even if these bills are introduced—will they be permitted to pass? Is the Lord Chancellor—are the law officers—really bent upon improvement? For instance, there is the new scheme for facilitating the transfer of land. This plan has been propounded in a most elaborate report, drawn up by some of the ablest men in Parliament, and sanctioned by eminent barristers and experienced solicitors. It is no party measure, for its authors are to be found on both sides of the Speaker's chair. It will benefit many, and, as we believe, will injure no one. Land will be turned into a marketable commodity, which it can scarcely be said to be at present. Landowners will receive a better price for their property if they sell it, and will be able to borrow money with greater facility. The law of real property will be greatly simplified; transactions will be increased; and if the scheme be adopted in its integrity, solicitors' profits will not, on the whole, be diminished. Why, then, should a scheme, which seems to possess so many advantages and so few disadvantages, fail to receive the sanction of the Legislature? If, indeed, the mass of members, or of their constituents, could be made to understand the subject, success would be almost certain; but with laymen, and even professional lawyers, ignorance and prejudice on this subject are still sadly prevalent. To combat this ignorance and prejudice may be a work of time, but with patience and energy, success is sure. There is nothing more encouraging to the law reformer than to take a volume of Jeremy Bentham and examine its contents. There you will find the far-seeing philosopher arguing desperately in favour of changes which were then denounced as wild chimeras, but which have now, in many cases, become law. The present rules of evidence are a monument of Bentham's sagacity. The monstrous absurdity of the old rules, and the common sense of the new rules, were illustrated by him with overwhelming power, and yet it took some fifty years to induce lawyers to adopt them. At length these principles of common sense were adopted, and now the attempt to re-enact the old principles would be scarcely be more hopeful than to attempt to re-enact the Heptarchy. And all the vehement opposition to Bentham's views arose principally from ignorance. Laymen could not be got to understand them, and lawyers either could not or would not. In fact, the only possible mode of satisfying a practical lawyer that his objections are idle, is by showing the new law in operation. Of late years, this has received abundant practical proof. The science of pleading was to cease with the abolition of special demurrers, and, according to Lord Truro, the domestic fireside was to vanish when a wife was admitted as a witness. But all this has proved a distempered dream. Nevertheless, the same alarming predictions are common now.

We are gravely told that if this new bill for the transfer of land passes into law, the Chancery bar and the solicitors must be destroyed. This is the merest chimera. Still it is true enough that if the bill passes, some alteration must be effected in the mode of remunerating solicitors. Unless provision is made for this purpose, we believe that the success of any scheme for reforming conveyancing is very doubtful. The power of attorneys in both Houses of the Legislature is surprising, not to say somewhat alarming. We will not venture to calculate how many seats in Parliament depend on their fiat. They make and unmake not a few of our senators. We speak not so much of the London attorneys as of the country attorneys. The truth is, the great landed proprietors are in the hands of their men of business. These useful agents know all about the family's affairs, they have lent money on mortgage of the family estates, they can "put on the screw" at pleasure; residing in the country, and being brought much into contact with the voters, they possess great personal influence. Besides this, they are lawyers. Their trade is a mystery: and at the same time their aid in the way of that trade is absolutely necessary. The average country gentlemen, ignorant as he is of law, finds himself in the hands of a master when he enters his lawyer's office. It is not that attorneys are a bit worse than other people, but circumstances give them more influence. Now, it is quite obvious that unless this powerful class are conciliated it is idle to expect to pass any bill for facilitating the transfer of land. If the country attorneys throughout the kingdom choose to go to members, and say, "this bill will ruin me; it must be thrown out, or your seat is lost"—we may rest assured that a large proportion of our representatives will at once succumb. Something must, therefore, be done to disarm opposition, and something can be done. Indeed, justice demands it. The attorney or solicitor must cease to be paid according to the length of the deeds. He must be paid by means of a per centage. Whether a general measure affecting solicitors' fees is to be passed or not, is for the present immaterial. At all events, the system as to conveyancing fees must be altered, and a per centage on the purchase-money is the plan suggested.

It is quite a mistake to suppose that as things stand at present solicitors are overpaid on the whole. It is true that for some things they are grossly overpaid; but it is equally true that for other things they are as grossly underpaid. It is needless to remind those who understand anything of law, that the length of one document, as compared with that of another document, is no test whatever as to its relative value—as to whether one paper has cost more trouble in preparing than another. The old story of the clergyman who apologised for the length of his sermon by saying that he had no time to make it short, applies equally to law. If a lawyer is to be paid according to length, and length only, it is obvious that he must draw a document of such a length as will remunerate him for his trouble. He who hires a cab by time, must expect to be driven rather slowly. Human beings—whether lawyers or cabmen—will protect themselves.

Therefore, if any bill is about to be passed which, without diminishing the trouble of solicitors, will diminish the quantity of writing, some scheme must be devised by which the fair emoluments of the solicitor will be protected. The bill for the transfer of land will no doubt have the effect of diminishing the number and length of deeds. But to pass an act, the effect of which will be to shorten deeds, while you still leave solicitors to be paid solely according to the length of deeds, will operate with unfair severity on them, unless, as things stand at present, they are overpaid. But, as things stand at present, they are not, on the whole, overpaid; it is obvious, then, that with the alteration of the law, an altered mode of payment must be resorted to. The plan of paying solicitors in case of the sale and purchase of land by a per centage of the purchase-money, will meet the difficulty. And it will have this advantage: that whilst it will increase the sum to be paid by the large purchaser and rich man, it will relieve the small purchaser and poor man from a grievous burden. To this we may add, that it is a system sanctioned by the practice both of Scotland and France.

COURT OF BANKRUPTCY.

Re Varty & Owen.—Before Mr. Commissioner Fonblanque.

In this case a petition for arrangement had been presented. The case was adjourned into court, and the parties were made bankrupt. The joint estate had paid 15*s.* in the pound, and the separate estate of Varty 4*s.* 8*d.* in the pound. Under the separate estate of Owen two debts of small amount were proved, which would have prevented an application for the statutable allowance, as there were not sufficient assets to pay even 5*s.* in the pound.

Bower, Son, & Cotton, for bankrupts; *Rutter*, for assignees; *Stansfeld*, official assignee.

The bankrupts' solicitors had, after the presentation of the petition, and before the adjudication, incurred divers costs in preparing powers of attorney to vote, and in attendances for the purpose of inducing the creditors to accept the terms offered. Before the adjudication, but after the presentation of the petition for arrangement, the bankrupts' solicitors received money on account of costs. The official assignee proposed to set off the amount so paid against the taxed costs of the petition and proceedings up to choice of assignees. Matter mentioned to the Commissioner, and case of *Ex parte Harrison re Lawford* (W. R., 17 Jan. 1857, 193), cited to show that the petition for arrangement was no act of bankruptcy.

The Commissioner took time to consider, and ultimately decided that the solicitors had the right of retainer contended for, and directed the costs to be taxed.

Application was then made to erase the two proofs on Owen's separate estate, the admitted and avowed reason being to enable him to make a claim for the statutable allowance, under s. 195 of the Bankrupt Law Consolidation Act. The consents signed by the creditors, and proved by the attesting witnesses,

were tendered. The application was opposed as being *for a purpose.*

The COMMISSIONER decided that the creditors had as much right to have their proofs expunged as to put them on the file, if the rights between the creditors and the assignees were not affected thereby; and said, that he could not look at the reason why they were expunged.

The two proofs on Owen's estate having been expunged, and therefore no proofs appearing on the proceedings, application was made, after twelve months from the date of adjudication, and after certificate of second class had been awarded, for the statutable allowance. To which it was objected, that no dividend meeting under Owen's separate estate had been held. On which ground the Commissioner held that no statutable allowance could be given.

The COMMISSIONER's attention was called to the fact that the assignees would not apply for a dividend meeting, as they had nothing to pay, and no debts on which to pay a dividend even if they had assets. Whereupon the Commissioner decided that he would appoint a dividend meeting at the bankrupt's request.

A dividend meeting having been held on the separate estate of Owen, application was made for the statutable allowance (fifteen shillings in the pound having been paid), which amounted to £126, being one moiety of the £10 per cent. on the dividend paid.

This amount was objected to on the ground that the bankrupts were entitled, according to the articles of co-partnership, in thirds—viz. Varty to two-thirds, and Owen to one-third—and that, therefore, Owen was only entitled to £84; and this anomaly was pointed out, that a bankrupt who joined without capital might, through the bankruptcy, be able to start in business again with capital.

Mr. *Stansfeld* reported that the bankrupt Owen had not been sufficiently attentive.

The COMMISSIONER said that the question as to attention should have been brought forward at the certificate meeting; and held, that, on the broad principle that joint bankrupts had no rights as between themselves until all the joint debts were paid, each was entitled to a share of the £10 per cent., calculated on the number of parties irrespective of the articles.

The case of *Ex parte Lomas* (1 Mont. & Ayr. 525) was cited to the Commissioner, who, after reading the case, observed, that it only decided that each bankrupt was entitled to the allowance on his separate estate, and "his share of the joint estate," but that there was nothing in the case to show what "*his share*" meant.

BEFORE V. C. KINDERSLEY.

April 23rd.—WILTON EXECUTOR *v.* HILL.

A plaintiff whose bill has been dismissed with costs, and who has been imprisoned, and is in the hands of a sheriff, is entitled (on his own application) to be turned over to the Queen's Prison.

The plaintiff, as executor of the first tenant for life, filed his bill in the year 1855 against the defendants, for the purpose of taking their accounts, and also for breaches of trust, but as there had been another bill filed by the second tenant for life for the same purposes and under the decree in which he could come in and prosecute the same inquiries, the bill was dismissed against him on June 27, 1856, with costs; these were taxed, and attachments issued against the plaintiff, who, under them, was lodged in the custody of the Sheriff of Surrey. Mr. *Ward*, on the 17th of April, applied on the plaintiff's own behalf, founded on the affidavit of his solicitor, that a *habeas cum causis* should issue, directed to the Sheriff of Surrey; this was ordered, and, on its being this day returnable, and the plaintiff being brought to the bar of the court, it was, on the motion of Mr. *Ward*, ordered that the said Henry Wilton the elder, the plaintiff, be turned over to the Queen's prison; and it was ordered that he should remain there until he should pay the sums mentioned in the attachments, clear his contempt, and the court make further order.—*Johnson* v. *Ledley*, 12th June, 1807; *Dew* v. *Clarke*, 14th May, 1827; *Yeates* v. *Yeates*, 15th March, 1854.

ASSIZES AT MANCHESTER.—At the late Salford Sessions the magistrates passed the following resolution:—"That this court is of opinion that the holding of the assizes for the hundred of Salford, at Liverpool, is the source of great inconvenience and unnecessary cost to the inhabitants of the hundred; and that such inconvenience and cost may and ought to be remedied by assizes being held at Manchester, for the transaction of the large criminal and civil business arising within the hundred of Salford.

LEGAL EDUCATION.—The two societies of the Inner and Middle Temple have recently pronounced in favour of a compulsory examination for candidates aspiring to the bar. We hear that the benchers of Gray's-inn have arrived at a different conclusion. The opinion of Lincoln's-inn will be most important, and we anxiously, but hopefully, await its decision. Under any circumstances, a bill to establish a compulsory examination will be introduced into the House of Commons during this session.—*Law Amendment Journal.*

IN RE HALL AND HALL, BANKRUPTS.—The bankrupts, Henry Hall and Cheslyn Hall, were solicitors, of New Boswell-court. The adjourned examination meeting was held on the 24th ult., but no accounts had yet been filed.—Mr. *Whitmore*, the official assignee, submitted his accounts, showing a balance in hand of £2,933, after paying the first dividend of 2s. in the pound on debts of £105,453.—Mr. *Lawrance*, for the assignees, stated that there had been several adjournments, owing to the accounts of the bankrupts not being ready. The adjournments were inevitable, as they could not make out proper accounts till they had prepared their bills of costs. These were still incomplete, and the same reason, therefore, existed for an adjournment. The only question was as to the continuance of the allowance. Messrs. Hall had worked exceedingly hard. No one but the bankrupts could so well attend to this business; and the allowance had been £5 a week each, and, though it was a heavy charge upon the estate, the assignees did not think it ought to be reduced.—Mr. *Rivington*, who opposed, said, that nearly £800 had been expended since the bankruptcy, in the preparation of these accounts—£450 in allowance, and nearly £350 in office expenses.—Mr. *Whitmore*, the official assignee, said he had no complaint to make against the bankrupts; but ten months did seem an extraordinary time to be occupied in making out a lawyer's bill of costs. In answer to the Commissioner, Mr. *Lawrance* said, that £15,438 had passed through the hands of the official assignee; a dividend of 2s. had been paid, and £2,933 remained in hand. The total expense, including the allowance to both bankrupts, was £14 a week. As requested by the court at the last meeting, his firm had certified from time to time that the bankrupts had been diligently occupied in making out these bills of costs, some of which were fifteen or twenty years old. It was probable the insolvency had arisen from this circumstance.—His Honour said, he would continue the allowance of £5 a week each up to the 26th of June, which would be just twelve months from its commencement, and not a week longer.

PATENT EXTRAORDINARY.—The case of *Moses* v. *Baylis*, before V. C. *Stuart*, was a bill for the specific performance of an agreement by the defendant to assist the plaintiff in procuring, and of working when obtained, a patent for the discovery by the latter of an invention for propelling ships through the water without the aid of steam, and independently of the wind, by means of animals, it being proposed by the plaintiff to use horses and elephants for propelling large ships.

The paragraphs in some of the affidavits in this case not being numbered, as required by the 15 & 16 Vict. c. 86, s. 37, the Vice-Chancellor took occasion to animadvert on the non-observance of the above enactment, and said that as it was the first, so he hoped it would be the last time he should have occasion to complain of a neglect to comply with the requisition of the above section.

A LEGISLATIVE ENTANGLEMENT.—In a late case Lord *Campbell* said that the act which had been passed, the 31st of George 3, for the regulation of all matters in a certain township was found so defective, that another act was passed, which recited that the former act had been found in many respects so defective and inefficient that it was desirable that it should be amended. The latter statute, the 6th of George 4, was certainly *obscurum per obscurius*, and threw the court into a difficulty which they must endeavour to surmount; but his lordship said he was afraid the court could not put any construction upon it which would not operate great injustice to some in the township. His lordship only hoped a third statute would not become necessary, which might be worse than the first. His lordship hoped that local bills, as well as bills of a general character, would soon be subject to some competent examination before they were passed.

RE FULCHER, INSOLVENT.—Mr. Howard sued the insolvent in the Rochford County Court to recover money he had intrusted to him, and obtained a judgment, the judge committing the insolvent to prison for forty days, and subsequently for thirty-one days in default of payment. The insolvent then

came to London, and in two or three days afterwards was arrested, as was alleged, by a friend, to enable him to pass through this court and obtain relief from his debts. Upon the part of the opposing creditor it was submitted that the proceeding was collusive and intended to defeat the County Court which had ordered payment of the debt by instalments, as Mr. Howard was willing to receive it.—Mr. Commissioner *Murphy* said, the arrest was evidently intended as an experiment to defeat the County Court by means of this court, and could not be allowed to succeed. As a friend had put the insolvent into prison, he must further demonstrate his friendship by letting him out again. The petition must be dismissed.

The new Speaker Mr. Evelyn Denison, Member for North Nottinghamshire, has appointed the Hon. George Waldegrave as his secretary, and Mr. G. K. Rickards as his counsel and examiner of election recognisances.

Mr. G. Romaine, late deputy judge advocate to the Forces in the East, and who unsuccessfully contested the borough of Chatham at the late election, has been appointed Second Secretary to the Admiralty, in the place of Mr. Phinn resigned.

Recent Decisions in Chancery.

CONSTRUCTION OF WILL—DOUBLE CONTINGENCY.

Grey v. *Pearson*, 5 W. R. 454.

This case, recently decided by the House of Lords, is likely to exercise an influence upon construction cases beyond the immediate subject of the decision itself. The main point was this:—There was a devise to trustees to maintain A. till twenty-one, and then *upon trust for* A. in tail; "but in case he shall die under the age of twenty-one years, *and* without issue," then over. A. did attain twenty-one, but died without issue; and, according to the strict words, the gift over failed, because the double event—death under the age of twenty-one, *and* death without issue—had not happened. The question was, whether the words of the will could be so far modified as to let in the gift over, and prevent an intestacy. There were two possible ways of doing this. One would have been to change *and* into *or*, so as to make the gift over take effect on either of the two events. But this construction was unanimously rejected, and indeed was scarcely pressed in argument, because it would have involved the absurd consequence, that if the first tenant in tail had died under twenty-one, leaving issue, they would, by such an interpretation, have been excluded from the succession which the testator intended for them; and though words may be forced in order to give effect to a devise, this will never be done when the consequence (either in the actual events which have happened, or in any other events which might have happened) would be to destroy the primary intention of the testator.

The other modification of the strict words suggested for the sake of preserving the gift in remainder was in substance to reject the words relating to death under twenty-one, and to read the will as a gift to A. in tail with a remainder to take effect on the death of A. without issue, whether that occurred before or after the attainment of his majority. This was the view taken by Lord *St. Leonards*, who explained the introduction of the words relating to the age of twenty-one by the previous clause, by which the trustees were clothed with the legal estate, and directed to maintain A. until the age of twenty-one. The House of Lords has, however, decided the other way, the Lord Chancellor and Lord *Wensleydale* voting in opposition to the construction of Lord *St. Leonards*. Substantially, the decision was between two conflicting cases, both of which were almost absolutely in point *Brownsword* v. *Edwards*, before Lord (Hardwicke, 2 Ves. 242) and *Doe* v. *Jessop* (12 East, 288). The former is now overruled, after having embarrassed conveyancers for more than a century.

The broad question opened up by the judgments is, how far a court is justified in modifying the language used by a testator. One class of cases, where there is no dispute as to the principle, is, where a clause, if left unchanged, would be repugnant to other clauses contained in the will.

A second class of cases, to which *Brownsword* v. *Edwards* belongs, is, where the change is made, because the clause as it stands is, or is supposed to be, repugnant, not to any other particular limitations in the will, but to what is supposed to be the general intention of the testator. The whole tone of the observations of the Chancellor and of Lord *Wensleydale* is opposed to the allowance of this license of construction at all; and, had not the principle been acted on by the House of Lords itself in former times, it would probably now have been exploded entirely. The result seems to be, that, except where the settled authorities have distinctly sanctioned the application of this rule, it will not in future be considered allowable to change the language of a testator, unless something more than a conjectural intention can be found to justify the change. The doctrine of *Fairfield* v. *Morgan* (2 B. & P. N. R. 38), however, remains untouched. This was, that when a testator devises an estate so as to give the control of the fee simple, but in case the devisee dies under twenty-one *or* without issue then over, in such a case the court will read *or* as *and*, rather than defeat the general intention of preserving the estate at all events to the issue of the tenant in tail. But although to this extent the language of a will may still be modified, even in the absence of any absurdity or repugnancy, *Grey* v. *Pearson* may be considered as having established, on all questions not absolutely concluded by authority, the stricter rule of abiding by the grammatical sense of the words of a will in preference to any conjectures as to the testator's intentions. All modern cases have shown a decided tendency towards this principle of construction, and the conflicting judgments in the House of Lords really represented the contest between the old and the modern doctrines of construction—the former being supported by Lord *St. Leonards*, the latter by the Chancellor, and still more emphatically by Lord *Wensleydale*. The general rule to be followed is thus laid down by Lord *Wensleydale*—"I have been long and deeply impressed with the wisdom of the rule, now, I believe, universally adopted, at least, in the courts of law at Westminster Hall, that in construing wills, and, indeed, statutes and all written instruments, the grammatical and ordinary sense of the words is to be adhered to, unless that would lead to some absurdity or some repugnance, or inconsistency with the rest of the instrument, in which case the grammatical and ordinary sense of the words may be modified so as to avoid that absurdity or inconsistency." And he further adds, "The principle of construction which I have laid down is, in my mind, of such paramount consequence, that I think it much more important to adhere to it than to follow the authority of the previous decisions of courts upon words in other wills resembling these."

PRACTICE—SERVICE.—INFANT—SUING IN FORMA PAUPERIS—PAYMENT OF LEGACY DUTY—PRODUCTION OF DOCUMENTS—WINDING UP.

In *Pycroft* v. *Williams* (5 W. R. 464), leaving a copy of an order with the servant of a party, at his dwelling-house, was held by *Wood*, V. C., to be good service, rendering the party liable to an attachment for disobedience of the order, the party having himself, previously to such service, refused to receive the copy of the order.

In *Grimwood* v. *Shave* (Id. 482) the Lord Chancellor required a special certificate of counsel where a party sought to appeal *in formâ pauperis* without paying the usual deposit of £20. His Lordship said, that the certificate must be something more than what is commonly signed by counsel in appeal cases; that it must be to the effect that, in the opinion of the counsel signing it, there are substantial grounds of appeal, such as will probably lead to the reversal or alteration of the decree or order of the court below.

The Lord Chancellor, in *Lindsey* v. *Tyrrell* (Ib.), allowed an infant to sue *in formâ pauperis* by his next friend. There appears to be no other reported case in which a court of equity has given such an authority; and we are told that the Master of the Rolls, when applied to in this case for leave to file a bill, refused to grant leave, not only upon the ground of there being no precedent for such an order, but also because he considered it to be vicious in principle.

Bryan v. *Mansion* (Id. 483) is important, as showing the onus that is at present thrown upon solicitors in respect of providing for the payment of legacy duty on moneys received by their clients through the Court of Chancery. The effect of the decision may be shortly stated to be as follows:—Wherever money is paid out of court under a will, directly or indirectly, legacy duty being payable, the party receiving it is bound to see that the duty is paid. In the present case, money was paid to the incumbrancer of an annuity, and it appeared that the fund was not exhausted by the sum ordered to be paid. The order made no provision for the payment of the duty, and, upon the petition of the Attorney-General, the party who received the money was ordered to pay the duty and the costs of the application. Prior to 1854 the practice was to allow fees to the clerks in the Accountant General's office for supplying in-

formation to the Stamp-office as to the legacies payable under orders of the Court of Chancery; but by a General Order of March, 1854, that duty was imposed upon the Registrars, who were thereby ordered to notify the fact in the decrees and orders of the court, wherever legacy or succession duty was payable. From the language of the Lord Chancellor in the present case, however, it would appear that, wherever duty is payable under the Act, the court will hold it to be incumbent on the solicitor of the party getting money out of court, to see that the payment of the duty is provided for in the order under which he obtains the money, at the peril of the costs of a special application to the Court by the Attorney-General, such as was made in *Bryan* v. *Mansion*.

By the 18th sect. of the 15 & 16 Vict. c. 86, the Court has power, upon the application of a plaintiff in any suit, to make an order for the production by any defendant, upon oath, of such of the documents in his possession or power relating to matters in the suit as the Court shall think right.

In *The Attorney-General* v. *The East Dereham Corn Exchange Company* (Id. 486), *Wood*, V. C., was of opinion that, under this section, he could not make an order for the production of documents upon oath against the secretary of the defendants' company, the secretary not being a party to the suit, inasmuch as the Act only gave jurisdiction to make an order against a defendant; and his Honour did not consider that the company had the power of compelling their officer to produce documents upon oath.

In re The General Indemnity Assurance Society (Id. 465), *Wood*, V. C., has repeated what has lately been insisted upon in other branches of the Court—viz. that, in cases under the Winding-up Acts, the costs of one petition only would be allowed, unless it were clearly shown that circumstances required, or at all events justified, the presentation of another.

Cases at Common Law specially Interesting to Attorneys.

BANKRUPTCY—ASSIGNEES BRINGING ACTION WITHOUT LEAVE—EFFECT OF.

Lee v. *Sangster*, 5 W. R., C. P., 487.

It is one of the provisions of the Bankrupt Law Consolidation Act, 1849 (s. 153), that the assignees may commence and prosecute any action which the bankrupt might have commenced or prosecuted, on applying for and obtaining the leave of the Court of Bankruptcy for that purpose, *but not otherwise*. In the above case, the action had been commenced by the assignees without first procuring leave, and this was an application to the Court in which the action was pending to stay proceedings therein on that ground; but the Court discharged a *rule nisi* which had been obtained to that effect (though without costs), as they held that all that was intended by the statute was to make it necessary to obtain leave, as between the assignees and the Court of Bankruptcy, but not as between the assignees and the other party to the suit. And the court added that this intention of the Legislature was, in their opinion, further indicated, by the direction the Act contained that the *costs* of actions brought after obtaining the requisite leave, should be allowed out of the bankrupt's estate.

INSPECTION OF DOCUMENTS—PRACTICE AS TO.

British Empire Shipping Co. v. *Soames*, 5 W. R., Q. B., 489.

In this case a rule was applied for on behalf of the plaintiffs, to be allowed to inspect certain documents in the possession of the defendants. The plaintiffs were the owners of a vessel which had been repaired by the defendants; and a large sum, claimed as the defendants' charges for such repair, had been paid under protest, the vessel having been detained by the defendants till their bill should be paid. The present action was brought to recover back a part of the sum so paid, the plaintiffs alleging that they had paid more than was really due with regard to the work performed. And the application now before the Court was, to be allowed to inspect the accounts of the various tradesmen and others whom the defendants had employed, and from which they had made out the bill the plaintiffs had paid under protest. The Court, however, said the case was not within the contemplation of the Legislature when the Act for allowing an inspection of documents became law; and they refused the rule.

It is quite clear that such an inspection as above prayed for would not be allowed *at common law*, inasmuch as the defendants held the accounts in question upon no *trust*, either express or implied, to produce them when necessary for the use of the plaintiffs; and so also, *under the Evidence Amendment Act of* 1851, it is a sufficient answer for the party against whom the inspection is sought, to establish (as the defendants in the above case were in a position to establish) that the documents related to his own case, and not to that of the party applying (see *Hunt* v. *Hewitt*, 7 Exch. 236). Thus, too, the case of *Bolton* v. *The Corporation of Liverpool* (1 Myl. & K. 88), lays down this clear rule with regard to applications under the Evidence Amendment Act, "a party has a right to the production of deeds sustaining his own case affirmatively, but not those which are not immediately connected with the support of his own title, and which form part of his adversary's. He cannot call for those which, instead of supporting his title, defeat it by entitling his adversary."

DE MINIMIS NON CURAT LEX—FRIVOLOUS DEMAND.

Brown v. *Hellaby*, 5 W. R., Exch., 490.

This was an application to set aside an award made by a county court judge on a compulsory reference to him of the above action, on the ground that he had given a general judgment for the defendant, whereas he should have found specifically on the several issues which had been joined.

In refusing the rule, the following significant observations fell from the Chief Baron:—"Without saying when the Court *will* interfere in these compulsory references, we find, from the affidavits in this case, that the matters in dispute which are made the ground of this application only amount to £2 2*s*., which is a sum for which we should not disturb the verdict of any jury under any circumstances. We think, therefore, for that reason (a sort of *de minimis non curat lex*) we ought not to grant the rule, and for that reason only."

It will be remembered, that it has always formed part of the course of the Courts to stay proceedings in any action where it appears that the demand is for a debt under *forty shillings* (see *Kennard* v. *Jones*, 4 T. R. 495). The above application seems to have been dealt with on a similar principle.

LORD CAMPBELL'S ACT—LIABILITY OF OWNER OF PROPERTY—MASTER AND SERVANT.

Dyman v. *Leech*, 5 W. R., Exch., 490.

This was an action brought by the administratrix of M. D. under 8 & 9 Vict. c. 93. The deceased had been in the employ of a sugar refiner, and while so engaged had been accidentally killed in the manufactory of his master (the defendant), by the falling of a loaded sugar mould, which became, by a jerk, displaced from a clip he had himself fastened. The present application was for a rule to set aside a nonsuit; and it was pressed for on the authority of *Paterson* v. *Wallace* (1 M'Q. App. Ca. 748), in which the House of Lords held that the owner of a mine was responsible for the death of a miner killed by the falling of a stone from the roof of the mine, which had been improperly left by the owners in a dangerous position after the danger had been pointed out. But in the present case the Court replied, that the above decision had no reference to the doctrine of master and servant, but to the obligation attaching to every owner of property to take care that it does no injury to others; and they said, that the general principle of law was, that a servant takes upon himself the risk of any accident not produced by the negligence of his employer; and that the facts of the present case showed that the deceased himself was directly contributing to the mischief.

RIGHT TO COSTS—CONCURRENT JURISDICTION—15 & 16 VICT. C. 54, S. 4.

Springbett v. *King*, 1 H. & N. 662.

This was an action for assault, in which, a verdict having been found for the plaintiff with forty shillings damages, the judge who tried the cause refused at the trial to certify for costs. A summons was then taken out, calling on the defendant to show cause why the plaintiff should not recover his costs, on the ground that there was a concurrent jurisdiction in the superior court. This application was supported by the joint affidavit of the plaintiff and of the clerk of his attorney, disclosing *some* evidence that the defendant did not dwell or carry on his business within the jurisdiction of the county court within which the cause of action arose; and it also appeared, that, after diligent inquiries, the plaintiff had been unable to ascertain the residence of the defendant; and that his attorney had refused to give any information—writing, in answer to a request by the plaintiff's attorney to be informed as to the residence of the defendant, "My client declines to render any assistance." Upon these affidavits, *Bramwell*, B., made an order that the plaintiff

should recover his costs, on the ground that there was *primâ facie* evidence of a concurrent jurisdiction, which was sufficient to make the fact of such concurrent jurisdiction *appear to his satisfaction* within the meaning of 15 & 16 Vict. c. 54, s. 4; and in this construction of the Act he was supported by the Court.

NOTICE TO ADMIT—EFFECT OF—COSTS.

The Oxford, Worcester, and Wolverhampton Railway Company v. *Scudamore*, 1 H. & N. 666.

This was an application for a review of taxation of costs. A verdict had been found for the defendant, and after taxing his costs the plaintiffs claimed to be allowed the costs of proving certain documents which the defendant had refused, on notice, to admit, and which had been proved at the trial at an expense of more than £100. The defendant's attorney opposed the allowance of such costs, and a judge afterwards certified that the refusal to admit the documents in question was reasonable: whereupon the Master refused to allow the costs. It was now declared by the Court—1 That all one party has a right to ask from the other is, to admit the due execution of documents. 2. That if he includes in such a demand a requisition to admit authority, the whole notice may be disregarded. Hence the party requiring the admission must take care he does not ask too much. In the present case, as it appeared on examining the notice to admit that the admission sought would have involved an admission of authority, the Court refused to interfere. Another point was raised, but not discussed—viz. that the certificate given by the judge should have been given at the time of the trial.

It may be remarked, that the course taken by the defendant in this case was a very judicious one, for it appears clear that he might otherwise have so bound himself by the form of admission tendered to him as to have prejudiced him at the trial. See observations of C. J. *Tindal* in *Wilkes* v. *Hopkins* (1 C. B. 745).

CONTRACTING AS AGENT WITHOUT AUTHORITY—EXTENT OF THE AGENT'S LIABILITY.

Collen v. *Wright*, 3 Jur., N. S., 363.

The above case discussed the extent of liability which attaches to an agent who enters into a contract on behalf of his principal without authority. The plaintiff had entered, and spent money, upon a farm belonging to one G., under an agreement for a lease thereof, signed by the defendant as G.'s agent. This agreement was afterwards repudiated by G., who refused to sign the lease; whereupon the plaintiff (still believing that the defendant had been duly authorised to sign the agreement) took proceedings in Chancery to obtain specific performance of the contract, and a decree for a lease in accordance with its terms. This bill was dismissed, on the ground that the defendant had no authority from G. to sign the agreement as his agent. During the Chancery proceedings, and before the hearing, the plaintiff's attorney served the defendant with a notice that the suit would be proceeded with at his expense, unless he required the plaintiff not to proceed therein further; and that, if it should be dismissed on the above ground, the plaintiff would commence an action to recover both the damages sustained by his not having had authority, and also the costs of the Chancery proceedings; and in answer to this notice the defendant's attorney wrote to say the defendant would resist any attempts to saddle him with the Chancery costs, and would defend any action brought against him for that purpose. It was admitted for the purposes of the action that though the defendant was not, in fact, authorised by G. to sign, he *bonâ fide* believed at the time that he was so authorised.

Lord *Campbell* was of opinion that the action was maintainable, on the ground that the defendant had asserted that he had authority, and that on the faith of such assertion the plaintiff had entered into the contracts, which, it was admitted, had been broken, and that, consequently, the defendant was liable to recoup the plaintiff for the loss he had sustained by such breach of warranty. And his Lordship cited, in confirmation of this view, the recent case of *Randell* v. *Trimen* (18 C. B. 786). He held, moreover, that the Chancery costs were recoverable as part of the damages, because the defendant had not explained that he had no authority till after he had notice of the suit. In this opinion, generally *Crompton*, J., concurred, and also *Wightman*, J., so far as regarded the action being maintainable; for, said he, "if a person contracts with another as agent, he impliedly undertakes that he is the person he represents himself to be, and that he has authority to contract as he does; and if direct damage arises to the other, he is liable to an action; and it is not an essential ingredient that there should have been a fraudulent representation." As to the costs of the Chancery proceedings, however, Mr. Justice *Wightman* entertained some doubt, as he thought it questionable whether notice should not have been given before commencing such proceedings, and whether it should not have been previously ascertained that the defendant persisted that he had authority.

THE NEW RULES OF COURT, EASTER TERM, 1857.

Heard v. *Edey*, 5 W. R., Exch. 358; 1 H. & N. 716.

It will be remembered that in our notice of this case a few weeks ago,* we stated, on the authority of the Chief Baron, that a new General Rule would speedily issue to settle the practice as to obtaining an order for costs in the case of a judgment by default in an action on a contract brought in the superior court, to recover less than £20.

A Rule for this purpose has accordingly been just announced by Lord Campbell, in the Queen's Bench, and was printed by us in our last number; from this rule it appears—1. That the plaintiff in such an action may indorse on the writ of summons, a notice of his intention (in the event of judgment by default being signed therein), to make an *ex parte* application for his costs. 2. That such intention may be *frustrated* by the defendant (before such judgment shall have been signed) giving notice to the plaintiff that he intends to oppose the application. 3. That if no such notice be given to the plaintiff by the defendant, and judgment by default be signed, the plaintiff may seek from the judge an order for costs on the production of the writ of summons so indorsed; and 4. It is apprehended that such order on such indorsement will in all cases be granted, where *primâ facie* evidence is shown to the judge that the superior court had concurrent jurisdiction in the action; or that the plaintiff would for any other reason have had costs, if the judgment signed had been after verdict.

The object of the other General Rule announced on the same occasion, is to simplify and render less expensive the entry of satisfaction of a judgment. By the new Rule the form of the satisfaction piece and of the attestation thereto required remains unchanged, but on its production to the clerk of the judgments of the court in which the action is, he is authorised to make the entry *in the judgment book* against the entry of the judgment which has become satisfied. And this he may now do without the actual roll of the proceedings having been completed; which, unless with a view to error, or for the purposes of evidence, and the like, is unnecessary.

In our last number, the name of the case last treated of should be *Bird* v. *Malzy*.

Correspondence.

DUBLIN.

(From our own Correspondent.)

JOINT-STOCK BANKS AND LIMITED LIABILITY.

It is a trite saying that extremes are to be avoided, and one generally admitted as holding good in legislation no less than in all other affairs and pursuits of individuals and of nations. There is much reason for thinking, that, on the important subject of the liability of shareholders in joint-stock companies legislation has veered round from one point of the compass to a directly opposite point with undue rapidity. Not two years ago the shareholder, by becoming such, hazarded all that he might be worth. At the present time he has merely to pay up the amount of his shares (and that amount may be exceedingly small), and thenceforward he is free from all claims and demands against the company. It is highly probable that ere long the constitution and operation of joint-stock banks will undergo inquiry; and the Legislature will be called on to take such steps as may tend to prevent the recurrence of scenes of plunder, and consequent ruin, such as have lately been witnessed in connection with the Royal British and Tipperary Banks. The "limited liability" principle having now been so extensively carried out with regard to almost all other companies, that principle can hardly be ignored when banking companies come to be dealt with. On the other hand, it will probably be considered that a complete limitation of liability, such as is obtainable in the other companies, could not be applied to banks without increasing tenfold the facilities for fraud and peculation. On what principle, therefore, should banking companies be founded?

The *Freeman's Journal* of this day, in an ably written article,

* No. 11, Solicitors' Journal, p. 270.

calls attention to the fact that in the colonial charters granted by the Board of Trade a "compromise between the antagonistic systems of limited and unlimited liability is adopted, and has been found to work well." Although, since 1844, no banking company in England or Ireland has been able to obtain limited liability, several colonial companies have been thus formed and incorporated by charter, for carrying on the business of banking in India, Canada, &c. It appears that in these companies the liability of the shareholders is restricted to double the amount of the shares held at the time of winding up. By these charters, moreover, the important privilege is also conferred, that shareholders who have legally transferred their shares previous to the date of the dissolution are relieved from all future liability. There appear, however, to be grave reasons why so extensive an immunity as this should not in all cases be conferred on shareholders. It may perhaps be argued, that the dissolution of a company is generally preceded by some two or three years of unfair or reckless dealing; and, therefore, that shareholders should in all cases continue liable for a certain fixed period after their withdrawal from the concern. But this is a secondary matter. The main question is, how to attain a proper medium between unlimited liability and *no* liability. Now, supposing that, as a preliminary arrangement, the law were (on the analogy of the bankrupt laws) to declare every company dissolved, or, at least, dissolvable, on any failure to meet an engagement or make a payment, and that only *one-half* of the amount of the shares were to be in every case paid up, what would be the consequences? So long as the company continued its operations, it would be working, at the utmost, upon a moiety of the entire nominal capital. On any omission to make a just payment, the unpaid creditor would bring into play the machinery of "winding up." The official manager, acting under the directions of the court, would ascertain the position, liabilities, &c., of the undertaking; and to meet those liabilities there would remain at least one-half of the original share-capital. The difference to creditors would be clearly very great; for under the present system, where, as very frequently happens, the entire amount of each share is paid up to begin with, in the event of such capital being lost by any means, creditors have not a shilling to come upon for payment of their demands. With regard to banks and insurance companies, failure of which, to a greater degree, causes wide-spread ruin and misery, I would go so far as to suggest, that, as a necessary condition of their transacting business, a certain large sum should be placed in the Government Funds by each company, as a guarantee of its *bona fides*, and an indemnity fund for creditors. This guarantee fund should, of course, be placed out of the reach of the company, although to its credit; and the principal should only be accessible in due course of "winding up" under the order of the court. With respect to all other companies, the suggestion would amount to this:—That every shareholder should be liable for twice the amount which the company would be enabled to call up, and make use of, reserving at least one-half of the amount of his shares as a guarantee fund, available only after a dissolution of the company.

It would be quixotic to suppose that any such precautions as those above alluded to would absolutely insure good management and solvency; all that can be hoped for from the most stringent legislation is such an improvement on the present system as may render mismanagement less dangerous, and solvency more probable. Turning from the prospects of creditors to those of shareholders, what effect would the guarantee fund have on them? It is not unreasonable to conclude that a company so constituted, especially if established for mercantile purposes, would possess a degree of credit in the market which can never be enjoyed by any company destitute of a reserve fund, and working merely on a paid-up capital. In addition to this, I may venture to say that the consciousness of such further liability would operate as a check on that reckless spirit which too often pervades directors and managers of joint-stock companies, a spirit which it seems to have been the express design of Mr. Lowe's Act of 1856 to foster and encourage.

Review.

A Summary of the Law of Patents for Inventions, and of Extension of Patents; with Forms, and all the Statutes. Second Edition. By CHARLES WORDSWORTH, Esq., Barrister-at-Law; Associate of, and Counsel to, the Institution of Civil Engineers. Benning & Co. 1857.

The absence of thought, of knowledge, and of labour, which characterises some of the treatises which issue in such profusion from the Bar, has often filled us with sorrow; for we recognise in such productions an impatient craving after notoriety, which is itself the fruit of disappointed ambition, and the consequence of a mistaken vocation. Against some of these works we have already raised our voice, and we shall continue to do so when occasion calls for it; but with regard to the subject of the present treatise, we have a different and a more pleasing duty to perform. We have seldom examined a law book into which so much information has been worked in proportion to its size. Its author truly remarks, at the commencement, that the Patent Law is "one of great nicety and difficulty;" and that, "to compress it into a space of seventy-seven pages, was a task of much labour, and not easy to accomplish." It is only justice to say, that, in our judgment, this task has been very respectably performed.

It is not the fault of Mr. Wordsworth that the branch of the law he has undertaken to expound has been peculiarly prolific of litigation; and yet an inventor who takes up this "Summary" may not unreasonably be discouraged by the formidable list of cases which will meet his eye at the outset. He sees before him the costly experience of 167 victims to their inventive genius, detailed (as it were *par parenthèse*) in a manual by which he is himself invited to be guided; and our national vanity is disposed to find in this circumstance an explanation of the difference which it seems exists in the number of patents applied for in this kingdom, as compared either with France or the United States. In Great Britain and Ireland, since the 1st of July, 1852, down to the 31st of December, 1855, the number of patents applied for was 9,978; in the United States, during the same period, the number was 13,072; and in France, the number was nearly the same—viz. 13,128. On the other hand, whereas in England the proportion of patents *passed* to the applications for them was about 7 to 10, in the United States more than half the applications were rejected or abandoned. So that if our Transatlantic cousins "conclude" more easily than ourselves that they have made a discovery, the dogged resolution of old England is manifested in the ultimate result—the patents passed (within the same period above mentioned) in the United Kingdom being 7,019, and those in the United States only 5,904.

One difficulty with which a discoverer has often to contend, and which not unfrequently furnishes (as the newspapers have it) "employment to the gentlemen of the long robe" at his expense, is, as to whether his project is properly a subject for a *patent* as an "invention," or for *registration* as a "design." We confess our inability to draw any satisfactory criterion from the two cases in the Queen's Bench cited by Mr. Wordsworth as elucidatory of this difficulty. In one of these (*Rogers* v. *Driver*, 20 L. J. 31), the court said that a certain new kind of brick, the utility of which consisted in its being so shaped that when several bricks were laid together in building, apertures were left in the wall, by which the air was admitted to circulate, and a saving in the number of bricks required was effected, constituted a "design" capable of registration under the 6 & 7 Vict. c. 65, so as to create a limited copyright therein; while in the other case (*Reg.* v. *Bessell*, 20 L. J., M. C., 177) the same court, and the same judges held, that a certain new ventilator, consisting of an oblong pane inserted into an ordinary window-frame, the pane being hinged, and opening in a peculiar manner for the purpose of preventing a downward draft, was the subject of "letters patent," and not of registration. Neither do we find our author meeting the point with his usual spirit, for he contents himself with adopting the language of a brother writer on the law of patents, to the following effect:—"The subject of letters patent is the manufacture itself; the subject of registration is strictly confined to design—that is, to combinations of lines producing pattern, shape, or configuration, by whatever means such design may be applicable to the manufacture." This may be the language of science, but, notwithstanding the distinction above indicated, where is the difference (as regards the nature of the protection which ought in justice to be given by law) between a perforated brick and a perforated window? We are almost disposed irreverently to hum—

> "Pity such difference should be
> 'Twixt tweedledum and tweedledee."

But supposing this preliminary doubt to be solved in favour of a *patent*, it then behoves the intended patentee to shut himself up in his closet with that volume of the Statutes at Large which contains the Act "concerning Monopolies," and quietly to consider with himself whether he is or is not within its meaning "the true and first inventor," for otherwise he cannot

safely proceed. Hence, where the manufacture is of an obvious character, requiring neither skill nor contrivance for its production, or where the intended patentee is conscious of its having been suggested to him by a neighbour, or that he "cribbed" it from some "Treasury of useful knowledge," or where he has already sold the article for profit, or has given the benefit of it to the public,—he had better abandon the object of his ambition, for it is hopeless. On the other hand, it is no objection that he heard of it in his last "vacation ramble" on the continent, "for it is immaterial,"—so dogmatises the law,—"whether the benefit bestowed on the public be the result of a man's travel and observation, or the fruit of his original genius."

But the meaning of the word "manufacture" in the old statute of James. is the real nut to be cracked; for inasmuch as before that Act *all* monopolies were illegal, and as thereby the common law on this subject was declared and confirmed *save only* as regarded the exceptions contained in the statute, it is essential that the subject of the patent should be a "manufacture," such being the expression used. Mr. Wordsworth has selected a passage from a judgment of Chief Justice *Eyre*, in the case of *Boulton* v. *Bull*, which has now held water for more than seventy years as a definition of—or rather gloss upon—this important term. "The word *manufacture* in the statute is of intrinsic signification, and applies not merely to *things made*, but to *the practice of making*—to principles carried into practice by means tangible and capable of being accurately described. Undoubtedly there can be no patent for a mere *principle*; but for a principle so far embodied and connected with corporeal substances as to be in a condition to act and to produce effects in any trade, mystery, or manual occupation, there may be a patent."

But, again, according to the statute of James, the subject of the patent must not only be a manufacture, but "such a new manufacture which others at the time of the patent *do not use*," *i. e.*, use in public, as distinct from use in secret; and this necessity is illustrated by Mr. Wordsworth (p. 17) in the following manner, which we think a fair specimen of his power of condensing and popularising the authorities on which he relies:—

"To an action for an infringement of a patent for a lock, the defendant pleaded that the lock was not 'a new invention' as to the public use thereof. It appeared that a lock, similar to that of the plaintiff's, had been used by a third party on a gate by the road-side, for sixteen years before the patent was taken out; and that locks on the same principle had been manufactured in this country for money, from a pattern sent from America, and had afterwards been exported to that country. It was held, that, under these circumstances, the defendant was entitled to the verdict (*Carpenter* v. *Smith*, 11 Law J., N. S., 213, Exch.; 9 Mee. & W. 300).

"A patent was taken out in 1839 for an improved method of making cast-steel, by fusing carburet of manganese with ordinary steel or iron. The specification applied not only to the use of the carburet of manganese itself, but to the use of its constituent parts (oxide of manganese and carbon) by introducing them separately into the crucible, and fusing them with the iron. Several years before the patent was obtained, five or six firms were in the habit of manufacturing steel by fusing it with oxide of manganese and carbon in the way described in the patent, and had used the steel so produced in the way of their trade, and without concealment. Two only of these firms had kept the method a secret. In an action for infringing the patent, to which there was a plea denying the novelty of the invention, and alleging that it had been publicly used and vended before the granting of the patent, it was held that the above evidence supported the plea, and that the patent was invalid (*Heath* v. *Smith*, Law J. 1854, Q. B., 166)."

It appears to us that more interest attaches, in the eyes of all except inventors themselves, to the general and fundamental principles of the patent law, of which we have thus taken a glance, than to the rules according to which the patent itself is actually obtained; for these last are of a fluctuating nature, and the "Patent Law Amendment Act" of one session is pretty sure to be superseded in the next by fresh provisions. For this reason, among others, we shall not pursue Mr. Wordsworth through all his seventy-seven pages, nor trace the various steps of "the Petition," "the Declaration," and "the Specification." Here, however, as in other of its parts, this little treatise is remarkably clear; and compresses into a short notice the pith of all that is necessary to be stated. The section on "the Specification" is especially satisfactory, and we would abridge it for the benefit of our readers were it not itself a most skilful abridgment; and we would still more willingly extract it entire did the space at our command permit. But we can do neither, for we must not conclude without pointing out to Mr. Wordsworth, for correction in his next edition, a mistake which has unhappily crept into his statement with regard to an important topic at which his essay glances. The passage to which we allude occurs at p. 30 of the "Summary," where, in the account of the present law as to the form and operation of a patent, we meet with the following paragraphs:—

"The patent always contained another clause, providing that it should be void if transferred to more than *five* persons, or in any of certain modes therein described rendered beneficial to more than five persons. This clause, however, applied to assignments by the act of the party, not to those by operation of law.

"But it is now enacted, that, notwithstanding any such proviso, more than *twelve* persons may have a legal and beneficial interest in such letters patent."

Mr. Wordsworth must of course, when he wrote this, have been perfectly familiar with the fact, that the form of a patent limiting the number of assignees to five, though in use when *Bloxam* v. *Elsee*, the authority he quotes, was decided, was altered in the year 1832, through the instrumentality of the late Lord *Denman*, then Attorney-General; and the number extended to *twelve:* but without this omitted link in the chain, the second of the above paragraphs is illogical, and, indeed, not to be understood. We have, indeed, some doubt whether the haziness of this passage is caused altogether by a slip in the pen, or a treacherous memory, but does not rather arise from a misconception of the effect of 15 & 16 Vict. c. 83. The words of the Act are (s. 36)—"Nothwithstanding any proviso that may exist in former letters patent, it shall be lawful for a larger number than twelve persons hereafter to have a legal and beneficial interest in *such* letters patent"—that is, we apprehend, in letters patent *already granted*, and not in those hereafter to be passed; which are left, as before, to the discretion of the Crown. Surely, if it had been intended to lay down for the first time a statutory provision as to the future exercise of a branch of the royal prerogative, it would have been done in a different manner, and in more express terms. And yet Mr. Wordsworth subjoins in a note—"There will, *therefore*, no longer be the difficulty hitherto existing as to the working of patents by joint-stock companies. Such companies, incorporated under the 19 & 20 Vict. c. 47, may now take to patents with the capacity of applying a large capital, an advantage that will be felt in respect of many patents. And persons so engaged will be free from liability, except to the amount of their respective shares."

We must take leave to doubt this consequence of the above section. We do not believe that the number of persons who may be interested in a patent came under the special consideration of the framers of the Joint-Stock Companies Act, 185 6, or that the Legislature intended, in passing the Patent Law Amendment Act of 1852, to interfere with the power of the Crown to insert such conditions as it thought proper in the letters patent, with regard to the persons who might become interested therein. It was the ancient principle of the patent law to prevent an unlimited number of persons, by combining capital, to create a greater monopoly in the article patented than would be presumably attainable by a limited number of partners. At the time of the passing of the Amendment Act, 1852, it was no doubt felt that this principle should be relaxed, and hence the provision in question to provide for the patents already in existence; but, as we read that provision, it would be quite competent for the Crown to introduce into letters patent any restriction as to the number of such partners, which experience may hereafter show to be advisable. And it is possible that the formation of patent companies, the members of which are only liable to the extent of their respective shares, might render some limitation proper. In the meantime, however, and even if such an alteration in the practice of the Commissioners of Patents should be introduced, the power of thus working a patent will give, it is reasonable to suppose, a great impulse to the inventive faculties of this country. Let us hope that proportionably satisfactory results will follow with regard to the progress of science and the conveniences of life.

Questions at the Examination.

EASTER TERM, 1857.

I. PRELIMINARY.

1. Where, and with whom, did you serve your clerkship?

2. State the particular branch or branches of the law to which you have principally applied yourself during your clerkship.

3. Mention some of the principal law books which you have read and studied.

4. Have you attended any, and what, law lectures?

II. COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

5. How many days has a defendant to appear in actions of ejectment? and in actions on bills of exchange? and what step is necessary before appearing in the latter case?

6. What is the course of proceeding under the Common Law Procedure Act, 1852, in actions against British Subjects resident abroad?

7. What circumstances must be shown to exist to entitle a plaintiff to a judge's order to hold a defendant to bail?

8. What is the effect of the death of a sole plaintiff or defendant before trial?

9. Mention some of the causes of action which do not survive to executors.

10. Issue having been joined in Hilary Term, after what delay in proceeding to trial can the defendant give the plaintiff notice to bring the cause on for trial? and to what notice is the plaintiff entitled?

11. In what cases can the court or a judge compel a reference of an action?

12. In what case is it necessary to call an *attesting* witness in order to prove a document? what alteration has been recently made in the law on this subject?

13. Is there any appeal from a judgment of a superior court on an application for a new trial? and what entitles a party desirous of appealing to do so?

14. In what cases is secondary evidence of documents admissible?

15. May payment be given in evidence in reduction of damages, or must it in all cases be pleaded?

16. What is the effect of the plea of non-assumpsit to a declaration on a policy of assurance containing averments of the plaintiff's interest and of the loss?

17. In what instances is a carrier not liable for loss of goods intrusted to him for carriage?

18. Under what circumstances is a master answerable for damages done by his servant?

19. In what case is a husband not liable for debts contracted by his wife during coverture?

III. Conveyancing.

20. In what session of the present reign was the Succession Duty Act passed? How does this affect the title to be shown to real estate?

21. Explain the nature and object of fines and recoveries, and what was substituted in their place by the Act of Parliament abolishing the same?

22. State the usual covenants in the assignment of a lease on the part of assignor and assignee respectively.

23. Is a mortgage of leaseholds best effected by an assignment or by an underlease? State the reason for your answer.

24. Should a second mortgagee take any, and what, precaution to preserve priority over a third mortgagee?

25. When was the Act for the amendment of the law with respect to wills passed, and from what day does it take effect? Under this Act what is the law as to gifts to an attesting witness, and as to the competency of creditors and executors to be attesting witnesses?

26. By what means under the last-mentioned Act can a will be revoked?

27. A., being a surrenderee of copyhold estate, but not admitted, assigns his interest to B.; is the lord compellable to admit B. on payment of a single fine, and how would the case stand, if, instead of a surrender to A., there had been only a covenant to surrender?

28. State the nature and principal incidents of "separate estate."

29. Out of what real estate of her husband is a woman married since the first day of January, 1834, dowable, and by what means can her right to dower be defeated?

30. On a sale of lands what expenses in the absence of stipulation are usually borne by the vendor, and what by the purchaser?

31. Title deeds required to be examined are found not to be in the possession of the vendor, but in the hands of a third person in the country; what is the course to be pursued for the examination of the deeds, and at whose expense?

32. On a sale of leasehold estate what conditions ought to be inserted with regard to the title of lessor and lessee, or either, or both?

33. A., seised in fee of real estate demised to a stranger, dies between two of the quarter-days on which rent is payable. Can A.'s personal representatives claim an apportionment of the rent becoming due on the quarter-day next succeeding his death, against his heir or devisee as the case may be?

34. On a marriage settlement of real estate, it is intended that a sum of money shall be made raisable for younger children of the marriage, state the usual mode by which that would be effected in framing the deed.

IV. Equity and Practice of the Courts.

35. What are the peculiar objects of jurisdiction of courts of equity? Give *exempli gratia* instances under each head.

36. What is the rule of interpreting the statute law in equity? and does it differ from that of common law?

37. What are the principal kinds of relief afforded? mention those—1st, not comprised within the scope of the common law; and 2nd, the one kind lately conferred upon the courts of the latter.

38. The necessity of a suit by bill being assumed, set forth the mechanical steps of instituting one, by whom drawn, settled, and signed? how ingrossed, printed, or written? where filed, and how indorsed? the service and notice required?

39. If the suit be at the instance of a feme covert or infant, what is to be done before such a bill can be filed?

40. How soon is the plaintiff entitled to examine the defendant on oath, and how is it to be done? and how is the defendant to know what he is required to answer?

41. May the defendant enter into explanations material to his defence, or must he confine his answer strictly to the interrogatories put to him? State the authority for your answer.

42. Can the defendant, before or after answering, examine the plaintiff himself upon matters material to the suit? can he obtain inspection of documents in the plaintiff's possession to enable him to answer, and how can he, the defendant, obtain relief in the suit so instituted against him?

43. What is a demurrer?

44. What is a plea as distinguished from an answer?

45. What a replication? can it be dispensed with when an adverse decree is sought by evidence to contradict the defence? and if so, what is the plaintiff's course to obtain a decree?

46. How is evidence in the cause taken by *viva voce* and affidavit? before whom, and where filed?

47. Explain the mode of preparing the brief for counsel on the hearing; and what is necessary to be done on the part of a plaintiff before the hearing and after the decree made, to its completion, step by step.

48. When accounts and inquiries are directed, how and where are they to be prosecuted? Explain the steps to be taken before a decree founded upon the results can be obtained.

49. How is such a decree to be enforced, and when costs are ordered to be taxed and paid, how are the last to be ascertained, and how enforced? State the means to be employed.

V. Bankruptcy and Practice of the Courts.

50. What must a creditor do, and what must he be prepared to prove before a commissioner in bankruptcy, in order to obtain an adjudication in bankruptcy against his debtor, and to what court must the creditor apply for such adjudication?

51. Is there any mode by which a creditor can compel his debtor, being a trader, either to pay or give security for the debt, or to commit an act of bankruptcy? If so, give a short account of it.

52. Can a creditor obtain an adjudication of bankruptcy against his debtor at any distance of time after an act of bankruptcy, or is there any, and what, limit?

53. Is a conveyance by a trader of all his property to a trustee for the benefit of his creditors an act of bankruptcy, under any, and what, circumstances?

54. Can a creditor upon a bill of exchange or promissory note not due petition for an adjudication in bankruptcy?

55. What is a fraudulent preference, and is it an act of bankruptcy?

56. Give some account of the doctrine of reputed ownership?

57. From what claims, and demands in general, is a bankrupt discharged by his certificate?

58. Are there any cases in which a bankrupt has no right to a certificate, and the commissioner has no power to grant it? if so, state some of them.

59. Under what classes is the certificate ranged with reference to the bankrupt's general conduct as a trader?

60. A trader is declared bankrupt upon the petition of a creditor, in respect of an act of bankruptcy committed before the petitioning creditor's debt was incurred, is this adjudication valid?

61. Can a debtor be declared a bankrupt upon an act of bankruptcy committed after he has ceased to trade? if so, why?

62. What are the general requisites of a good petitioning creditor's debt?

63. If a lessee for years becomes bankrupt, who is liable for the future to pay the rent and perform the covenants on the lessee's part?

64. A man incurs a debt, and afterwards for the first time enters into trade, and subsequently commits an act of bankruptcy. Is the debt so incurred a good petitioning creditor's debt; and if so, why?

VI. Criminal law and Proceedings before Magistrates.

65. Writers on the law of nations lay it down as a maxim "that different nations ought, in time of peace, to do one another all the good they can, and in time of war, as little harm as possible, consistently with their own real interests." Is this principle enforced by our municipal law? And point out any instance in which the statute law interposes to enforce the law of nations, with regard to the traffic in slaves.

66. Define treason; and mention the first statute of treasons, and also the Act by which it was confirmed, and by which all the intervening statutes on the subject were repealed.

67. What recent statute has passed to prevent injury or alarm to the Sovereign, and what punishment attends this "high misdemeanour?"

68. Define felony; how is felony distinguished from misdemeanour? Under which head does "counterfeiting the coin of the realm" now rank, and by what statute?

69. Is the returning from transportation a capital offence, or what other punishment is substituted for it; and if so, by what statute?

70. Is there any statute, and what, making it criminal to send letters containing threats of murder, or to burn houses, stacks of corn, or other agricultural produce; and if so, what punishment is annexed to the offence?

71. Define homicide; in what way does our law deal with homicide *per infortunium*, *se defendendo*, and felonious homicide?

72. When a delinquent is arrested for an indictable offence, what are the proceedings to be taken in order to his committal or acquittal?

73. What is the nature of bail in criminal cases? Can a prisoner demand it in the case of every crime? if not, mention some of the cases in which a justice of the peace is precluded from taking bail.

74. What is the prisoner's remedy, if the magistrate should refuse to accept of bail, in cases where, at his discretion, he may refuse or accept it?

75. What is the proceeding before a magistrate to obtain a warrant to arrest a person charged with a criminal offence? Is a general warrant to apprehend all persons suspected, without specially naming them, good or void?

76. What officers may arrest an offender without a warrant?

77. On the preliminary inquiry before a justice of the peace, or coroner, may the party charged with an offence insist upon being aided by his counsel or attorney?

78. Is a person, whether held to bail or committed to prison for trial, entitled to copies of the depositions upon which he has been held to bail or committed?

79. Is it necessary in an indictment to state the value of an article which is the subject of the offence; and has the court now the power to amend the indictment, if any technical mistake should appear in it?

Law Amendment Society.

FOURTEENTH SESSION—TWELFTH GENERAL MEETING.
April 27th, 1857.

T. E. Headlam, Esq., Q.C., M.P., Vice-President, took the Chair.

The following new members were elected: E. C. Petgrave, Esq.; Thomas Boag, Esq.; Arthur Scratchley, Esq.

The Secretary read an Address of the Council to the Society, of which the following are extracts:—

Minister of Justice.

It has been proposed that the Minister of Justice should be an independent Officer of State, having a seat in the Cabinet and the House of Commons; but to this it is objected that the existence of such an officer would not be compatible with the political influence of the Lord Chancellor, who is at present the representative of law in the Cabinet. Whatever weight attaches to this objection seems to apply to another proposition, of making the Home Secretary Minister of Justice, with the additional evil of still further burdening a department which is at present supposed to be fully occupied. Both these plans seem to be grounded on the popular feeling, to which it is hardly possible to attach too much importance, that proper security for the vigilance and activity of such a department is only to be obtained by its direct responsibility to the House of Commons. The Society a few years since approved of a plan submitted to them, which it was thought would in a great degree meet the complicated requirements of the case, and, without interfering with the position of the Lord Chancellor, would make the department of justice sufficiently responsible. It was proposed in this Report that a Board of Justice should be established on the same footing as the Board of Trade; that the Lord Chancellor should be the president; and that there should be in addition a vice president with a seat in the House of Commons, and a permanent non-parliamentary secretary, with a competent official staff. The Council have not yet heard any other proposal which seems to promise on the whole a more satisfactory solution of the difficulty than this; and they have little doubt that a department well organised after such a plan would not only be able to deal with all current questions of law amendment, but would also find in itself ample resources for the consolidation of the statute law and the revision of bills as they pass through Parliament.

Transfer of Land.

Since the Society last met, the Commissioners appointed to consider Registration of Title with reference to the sale and transfer of land have finally agreed to their report. The subject of their deliberations has been frequently before the Society; and indeed, it was a paper read to the Society by Mr. Strickland Cookson, which first impressed on the public mind the expediency of a registration of title as opposed to a registration of assurances. It was chiefly in consequence of the notice which that paper attracted, and the discussion which ensued on it, that a select committee of the House of Commons was appointed to investigate the subject, the result of their investigation being a recommendation to the Crown to issue the Commission from which the recent report has originated. A system of registration of title is recommended for adoption by the Legislature, and is elaborately worked out in its details; and whatsoever may be the opinion of individuals as to some of these details, it will be generally conceded that no plan for the simplification of the transfer of land has been put out to the public in so exact and tangible a form, or which has furnished such solid ground for expecting a great diminution in the cost of conveyances and the uncertainty of titles.

Commercial Law.

The Mercantile Law Conference, held in January last, has given a considerable impulse to the efforts for the improvement of our commercial law. The defects existing in the administration of the bankruptcy law were brought prominently forward at that meeting, and will be the subject of a bill now in course of preparation by the committee appointed at the conference. To diminish the ruinous cost, amounting on an average, to about 45 per cent. on the assets, must be the first object of any amending measure. It is proposed to effect this by transferring the compensation payments now saddled on the suitors to the Consolidated Fund, and by abolishing the offices of broker, messenger, and accountant. Further improvements are proposed in the system of appeal, and the mode of remunerating the official assignee, and the frequency of attendance by the commissioners; also, by giving to the Bankruptcy Courts the jurisdiction in insolvency, by improving the arrangement clauses in the Act of 1849 so as to make them operative, by enacting that a deceased trader may be made bankrupt, by confining imprisonment for debt on execution to cases where the bankrupt's case has been heard and decided on, and by vesting in the Court of Bankruptcy the winding-up jurisdiction.

The Conference also reported in favour of repealing the 17th section of the Statute of Frauds, with exceptions as to certain classes of contracts.

The insufficiency of our present tribunals for administering full and speedy justice in mercantile causes excites the greatest attention among the classes peculiarly affected by it. The delegates at the Conference stated, that in nearly all the large towns of the kingdom an absolute denial of justice in cases above the value of £50 prevails throughout the year, except during the two occasions when Her Majesty's judges sit for a few days in each circuit town; that a greater frequency of circuits and a large extension of the jurisdiction, both legal and equitable, of local courts, are measures imperatively demanded; and that to these should be added some means of deciding commercial causes in a more satisfactory way than the present machinery of our courts admits of.

JUDICIAL STATISTICS.

A bill to provide for the regular collection and publication of the statistics of all our courts of justice was introduced in the last session. The recognition of the need of such a system has now become universal, and its establishment would be one of the first and most important duties of a Minister of Justice.

Juridical Society.

At a meeting of the Society, held at its rooms, No. 4, St. Martin's-place, Trafalgar-square, the V. C. Sir John Stuart, President, in the chair, Mr. F. S. Reilly read a paper on "Judicial Oaths" (with reference to the expediency of examination upon oath, the rejection of testimony where oath cannot be taken, &c.).

The learned Reader commenced by referring to the Second Report of the last Common Law Commissioners, who therein discussed the expediency of examination upon oath, and, after giving their reasons for being averse to the abolition of judicial oaths, observed that it might admit of question whether the religious sanction should be made the indispensable condition of testimony in cases where that sanction was admitted to have no existence. They were unable, however, to agree on any recommendation upon the point. Having described the form and mode of administering a testimonial oath, and discussed the antiquity of the rule requiring legal testimony, Mr. Reilly proceeded as follows:—

The observance of this ceremony is, at the present day, required of every witness. It is employed by the law as a means for securing the trustworthiness of his testimony. It seeks to bring to bear on his mind a religious influence in co-operation with the other motives to veracity. And it is based upon this —that it is the fact, and that the swearer believes, that there is a moral government of the world by God, under and in the course of which truth and falsehood, as such, are rewarded and punished.

The oath is in its essence a recognition of the existence of this moral government, and of the obligations that attach to those who are the subjects of it. The oath acknowledges an existing obligation, it does not create a new one. It is a *sacramentum;* an outward and visible sign of the swearer's present conviction of his responsibility to God. Oaths have often been turned to evil purposes; false and debasing views have prevailed of their nature and objects, and attempts are made to discredit them, as allied to the incantations of Paganism and to mediæval ordeals. But an oath stands apart, untouched by the condemnation that has fallen upon these practices. It is an act of reverence, of Divine worship, and cannot be rejected merely as superstitious except in company with a prayer—the simplest act of natural religion, and one not yet exploded among men.

The reliance which the law places upon the oath as one security for trustworthiness of testimony seems justified by experience. You will hear it said, indeed, that the ceremony is useless; that a man who will tell the truth does not need the oath; that a man who will not, disregards it. But such dilemmas are dangerous guides. It is true that wilful falseswearing is not unknown, but it is equally true that there is, in the words of the Common Law Commissioners, "a large class of persons, who, though less alive than they ought to be to a sense of moral duty, or to the fear of legal penalties, may yet be deterred from falsehood when to these is added the dread of Divine vengeance." It has been well asked, what would become of all the nonsuits if witnesses, when they come to be examined in court, were to say the same things as they said to the attorney before the trial? and to this result the oath contributes, at least. The belief in the efficacy of an oath is not merely a conventional one among professional lawyers: it may be noticed that a prisoner or party cross-examining on his own behalf, often, with almost every question, reminds the witness of his solemn oath.

Then, in the case of a man who has an habitual regard for truth, an oath is far from being devoid of use. By the administration of it he is warned, and by taking it he acknowledges, that, in the discharge of his duty as witness, he is to raise himself above the level of common life, and, laying aside the exaggerations and the reticences that surround ordinary speech, to apply himself seriously and soberly to the task of speaking the whole truth. It does not supply him, indeed, with any new motive, but it peremptorily reminds him of the direction in which his habitual motives should guide him.

An oath, it must be admitted, will be useless where a man is determined to disregard all restraints; and it would, perhaps, be equally useless where a man had arrived at moral perfection. But for the great mass of men which lies between these two extremes, it cannot be doubted that it is effective, in some cases as a check, in others as a stimulus.

The great weight, indeed, of the authority and reasoning of Bentham has been thrown into the opposite scale. Whether principle or experience be regarded, he contends, an oath will be found in the hands of justice an altogether useless instrument. "The supposition," he says, "of its efficiency is absurd in principle. It ascribes to man a power over his Maker; it places the Almighty . . . . under the command of every justice of the peace. It supposes him to stand engaged, no matter how, but absolutely engaged, to inflict—on every individual by whom the ceremony, after having been performed, has been profaned—a punishment (no matter what) which, but for the ceremony and the profanation, he would not have inflicted."

There is, however, no difficulty in seeing that this is rather a caricature than a fair representation of the nature and effect of an oath. The theory of an oath does not necessarily involve the supposition of a specific sin of perjury with a peculiar penalty attached, nor does the use of an oath compel us to any dogmatising about consequences. The law makes no pretension to alter the nature of the moral offence of falsehood. The perjurer offends, indeed, as Paley expresses it, "with a high hand;" and the judgment of conscience must be, that the deliberateness of the act gives it a darker complexion. But this result is incidental only; it is not the object of the ceremony, which only serves to remind the swearer of the necessary consequences of his acts. In short, as it has been pithily expressed, the law uses an oath, not to call the attention of God to man, but the attention of man to God; not to call on Him to punish the wrong-doer, but on man to remember that He will.

Bentham, with copious arguments and illustrations, many of which, however, have little pertinence to the oaths of witnesses, endeavours to show further, that it is a matter of daily and uncontroverted and incontrovertible experience, that an oath is altogether without efficacy in its character of a security against a man's doing what he has engaged not to do. It would not be suitable to my purpose, on the present occasion, to follow him through these arguments and illustrations, and test their value as a foundation for this opinion. I must content myself with relying on what I have already said, and with referring to the opinion of the Common Law Commissioners, who justify the reliance placed by tribunals on oaths by tracing it to "the general experience of mankind of the effect of the religious sanction on the minds of men."

Bentham had apparently little expectation of his arguments procuring an early abolition of the testimonial oath; he compensates himself, therefore, by the anticipation, that, "bye-and-bye, its rottenness standing confessed, it will perish off the human stage, and this last of the train of supernatural powers, *ultima cœlicolûm*, will be gathered with Astræa to its native skies."

The Common Law Commissioners, on the other hand, speaking under the pressure of a more immediate responsibility, declare their opinion that "it cannot be doubted that the effect of a transition from the use of judicial oaths to simple declarations would, at least at the outset, by removing one of the barriers to falsehood, encourage false testimony, and tend materially to lessen the confidence of the public in the administration of justice."

On this danger, which would doubtless need serious consideration in the case of a sudden abolition of oaths at the present moment, Bentham is altogether silent. Perhaps he is justified in passing it by; for if, in the course of the revolutions of opinion, his prophecy should ever come to be fulfilled, we may feel sure, that, through the gradual preparation of men's minds for the reception of the change, the danger apprehended by the Commissioners will have vanished, and the new system will find a safe foundation on the ruins of the old.

Reference is habitually made, for the purposes of such inquiries as the present, to "the System of Penal Law for the State of Louisiana," prepared by Livingston. I have looked into it to see how he deals with oaths. He retains them and couches them, too, in very stringent terms. Although he appears to base his argument for their retention mainly on the danger of a change, yet, whatever may be the weight to be ascribed to his authority, it will be found to be thrown more completely into the scale in favour of oaths than might at first sight appear.

He makes part of his description of an oath an agreement to renounce the blessing of God if the engagement should be broken; and the ordinary oath to be taken under his code runs thus:—"I swear, in the presence of Almighty God, and by His Holy Word, and on the faith of a person of probity and honour, that—" concluding thus, "and may God so bless, and

man so honour, me as this oath is truly and sincerely made.' His observations in the Introductory Report must be read with reference to this description and form.

"Those," he says, "who are for abolishing the religious sanction say, that it is not only useless, but injurious, and even profane;" going on to state the usual arguments for these views. His conclusion he expresses thus:—"When properly developed, and coolly considered, these objections have weight; and if I were now for the first time devising the formula of a judicial asseveration to declare the truth, I think I should omit the conditional renunciation of God's favour which it now contains. The general impression now existing of its necessity, the abandonment of all pretension to right by any ecclesiastical power in our day to dispense with its obligation, and the danger of a sudden change, have combined to induce me to retain this part of the oath in ordinary cases."

His observations appear deficient in precision; because the objections to which he allows weight are of equal force against oaths, whether this clause of conditional renunciation, as he calls it, is omitted or not, and the form he prescribes would be equally an oath without it. The only explanation which suggests itself for his adoption of this course of argument is, that he did not contemplate the possibility of doing away with oaths altogether, and consequently, as I said before, the force of his authority is really directed more strongly in their favour than his very faint approval of his own form would lead one at first sight to suppose.

I observe, also, that in the case of a community existing under very similar conditions to our own—the State of New York—the framers of the Code of Civil Procedure brought forward there in 1850 did not propose to do away with oaths, although they would allow any witness at his option to substitute a simple declaration.

There is one instance of an authoritative proposal for the total abolition of testimonial oaths, of very recent date, and affecting the greatest of the dependencies of the Crown—I mean British India. The late Indian Law Commissioners, comprising Sir J. Romilly and Sir J. Jervis, propose this article in the intended Code of Procedure:—

"All witnesses shall be examined without oath, or affirmation, or any warning, as a necessary preliminary to their giving evidence, and they shall, upon such examination, be bound to speak the truth as they would have been bound by an oath, or a sanction tantamount to an oath."

The reasons given for so sweeping a measure as this are fully stated in the Report.

(To be continued.)

The Minister of Justice—For what is he most Needed?

To those who desire that law changes should be really reforms, and not place-making jobberies, as too generally has been the case heretofore, it is very interesting to see the practical good sense with which the *Daily News* has lately written on these subjects. The *Times* (generally very powerful in its representation of the views it is advocating, and often doing great service) too much lends itself on these subjects to swelling the cry which for the moment happens to be popular, and rarely pains itself to apply quiet inductive considerations as to what is the practical thing really needed. Its habit in these matters is too much to form itself into the reserve corps, and to rush into the battle just as it is nearly won. How much money does an existing plan cost?—how much time does it consume?—and why and how is so much of each required? These are the true philosophical questions with reference to all matters of reform in procedure; and they require a minute dissection of the facts of actually existing facts, and that this dissection should be made in a large number of parallel cases, just as we take the average expectancy of life, or ascertain any other general law of nature. Now, as far as we know, this inductive method of investigation has not only not been applied *systematically* to matters connected with legal improvement, but has never, in any case, been applied to them at all. All that we do in England, is to say to a dozen people (and we are so absurd as to call them witnesses, while we might as well call them jurors, or by any other name), Mr. A., what do you say to such a form of procedure? Mr. B., what say you? Mr. C., ditto? And in the average of their unconsidered answers we fancy we have discovered the truth required.

The *Daily News*, in an able article which we extracted last week, says, as to a Department of Justice, "Its value consists *mainly* in this, that its head would be responsible for preparing and conducting through Parliament those various measures of law amendment which the progress of intelligence and the change of society imperatively require." Now, it is, doubtless, very material that our legislative machinery should be better organised; but the improvement of procedure is equally, if not more, important. "Take care of the pennies, and the pounds will take care of themselves." Badly devised or badly expressed laws are evils, but as nothing compared to inefficient judges. Inefficient judges, again, are less mischievous than bad officers;—bad officers far less mischievous than false systems of procedure, and bad judicial arrangements. Were the angels of Heaven (instead of Mr. Bellenden Ker and his one helper) to draw up for us a code of laws, we should be very little better off than now, if our system of procedure had to remain what it is, and our courts and offices were to be left uninspected and uncontrolled as they now are.

We, therefore, confidently assert that some of the chief needs of law reform require for their satisfaction no parliamentary action at all. These needs are executive rather than legislative. They arise in the want, not of better laws, but of better application of the existing laws. The perpetual superintendence of the working of the whole judicial machine is, on this subject, far and far away the paramount need.

In a recent article on the Accountant-General's Office, we have attempted, and, in other articles on the offices of the courts, it is our intention to continue to attempt, to point out this most overlooked and yet most important truth. To proceed from particulars to generals is the only efficient method in the science (for science it is) of judicial procedure, just as much as it is in every other science; and, as we stated in the article alluded to, the Legislature, in framing a Department of Justice, if it does but know its business, will have a first eye to construct an establishment most of all to be occupied with laboriously collecting these particulars, and from them deducing the general truths required. Cost and time are the two great points to be investigated; expense and delay (the unhealthy distortions of cost and time) the two great diseases to be eradicated. The Department of Justice must do for the science of procedure what Greenwich Observatory, and other such, do as to astronomy—record and classify, not only facts, but *all the* facts, bearing on the science to be dealt with—we may almost say, to be created; for, as an inductive science, it does not yet exist.

But how are these facts to be placed within the knowledge and control of our new Department of State? How can it learn whether any one practice or method of doing any particular thing is more dilatory or expensive than another?—that such an office is slower than its corresponding one in another court, or such a judge procrastinating, inattentive, or otherwise an inflicter of needless delay or expense? Where exist the materials for elucidating these all-essential facts? and what is the class of men to tabulate them and detect the required results? To the solicitor—the keeper of the client's purse—there is little difficulty in answering these questions; and it is, therefore, peculiarly the province of this Journal to speak its views upon them. The materials for determining almost every problem of the science of judicial procedure, and for detecting almost every defect or negligence throughout the great legal machinery of the country, are to be found ready gathered together in the bills of costs of the solicitors, and to be found there only. How far time and cost are necessary or needless can easily be ascertained by our body from these materials. If the legislative delusion, that seven years' standing is a heaven-sent qualification to every barrister for any work under the sun, could but be dispelled, and if the Department of Justice could, without destroying the British constitution, be permitted to comprise an able and upright staff of men, well acquainted with the practical details of a solicitor's business, and competent to investigate the nature of every existing draft on the client's purse; and if these materials were but placed from time to time in their hands for reduction and tabulation, every secret of the great prison-house would infallibly be detected and placed beyond dispute. Prison-house we may well say, for all the prisons of the land, and all such of their misery as is needless, are embraced in the science we are proposing to create. In this science we shall find the true medicament. Guesses and empiricism may possibly, some day or other, after many a failure, also discover the cure; but the proposed system of investigation assuredly can and will, and that at once.

But why trouble ourselves with this subject? Because the interests of our branch of the profession and of the client are identical, except so far as our mutual relations are disturbed *ab extra* by the childish rules on which we are ordered to regulate our remuneration. The first conclusion of the investigation we propose would be the utter condemnation of these

rules. More legal revolutions than one are forthcoming. As to their issue, the body alone known to the client, and alone personally trusted by him, need have no fear. In order to protect through them all our own interests, we have but to make known, widely and distinctly, the real interest of the client.

Parliamentary Practice on Private Bills.

(*Continued from p.* 408.)

There are other kinds of notices besides those mentioned in the last paper which must in special cases be served on or before Dec. 15th—viz. notices of intention to make a burial-ground or cemetery, or to erect gas-works, or abstract water from any stream.

In the case of a Bill for making a burial-ground or cemetery, or the erection of gas-works (H. C. 25), notices must be served on all owners or reputed owners, and occupiers of every dwelling-house situate within 300 yards of the limits within which the proposed burial-ground, cemetery, or gas-works is intended to be erected or made.

As regards the abstraction of water, it is required by the Lords' Standing Orders (H. L. 181, sect. 2), that, on or before Dec. 15, previous to the application for any Bill whereby it is proposed to abstract water from any stream for the purpose of supplying any cut, canal, reservoir, aqueduct, navigation, or waterwork, notice shall be given to all owners or reputed owners, lessees or reputed lessees, and occupiers of all mills and factories or other works using the waters of such stream, for a distance of twenty miles below the point at which such water is intended to be abstracted, such distance to be measured along the course of such stream, unless such water shall, within a less distance than twenty miles, fall into or unite with any navigable stream, and then only to the owners, lessees, and occupiers between the point of abstraction and the point where such water unites with such navigable stream. The notice must state the name of such stream, if any, the point of abstraction, the parish in which such point is situate, and must state the time and place of deposit, the plans, sections, book of reference, and copy of *Gazette* notices.

N.B.—It may be convenient to state here, that, for the sake of brevity, the Standing Orders are not always quoted *verbatim*, and that the order to which the reference is given should be read with this paper.

Although there are other notices which do not require to be served until the end of the year preceding the application to Parliament, still it will be as well, whilst treating of notices generally, to include those also—as the mode of service in all cases is similar. Previous to the deposit of a petition for leave to bring in a Bill relating to crown, church, or corporation property, or property held in trust for public or charitable purposes (H. C. 24), or before the first reading of any such Bill brought from the Lords, notice in writing of such application to Parliament shall be served on all owners or reputed owners of such property, and lessees or reputed lessees holding leases granted for a life or lives, or for any term of twenty-one years or upwards. And (H. C. 26), previous to the deposit of any Bill whereby it is intended to relinquish any work authorised by any former Act, notices in writing must be served upon all owners or reputed owners, lessees or reputed lessees, and occupiers of land in which any part of the work thereby intended to be relinquished is situate. The mode of serving these notices is the same in all cases—viz. by personal service on each owner or reputed owner, lessee or reputed lessee, and occupier, or by leaving the same at his last-named place of abode, or, in his absence from the United Kingdom, on his agent, or by post. In practice it is done thus:—The address list is gone through by a clerk who knows the country, parish by parish. The notices for those who live far away from the district where service is proposed to be effected personally are put aside for service by post, and the notices for landowners who live near one another, which can readily be served by hand, are put into a separate bundle. The list of those for post is made in duplicate, and the names and addresses are set out in full on each envelope, and the number of the notice corresponding with the number *in the index* is put outside the envelope in which the notice is placed. The post letters, together with the duplicate lists of names and addresses (each letter being pre-paid to the full amount, and bearing a sixpenny stamp also as a *registered letter*) may be posted at any of the following offices—viz. London, Manchester, Liverpool, Birmingham, Leeds, Newcastle-upon-Tyne, Norwich, Lincoln, Shrewsbury, Bristol, Exeter, Edinburgh, Glasgow, Aberdeen, Inverness, Dublin, Belfast, Cork, or Athlone. The Postmaster-General, from time to time, regulates the hours for posting such letters. The post-office clerk stamps the lists of letters handed in, and examines the names and addresses on the list against the letters.

Notices which require to be served on or before Dec. 15th, must be *posted* not later than Dec. 12th; but if there be no reason to the contrary, it is better to be a day or two beforehand, as letters may be returned as undelivered, owing to imperfect addresses or otherwise, in time to remedy the mistake by sending a clerk to serve them personally.

The clerk serving notices personally should at the time indorse on the duplicate the mode in which service was effected, such as "served on servant," or "wife," as the case may be, for he will, in the case of an opposition on Standing Orders, have to prove service of every notice which is challenged by the opponents.

Notices served by hand are invalid unless served between 8 a.m. and 8 p.m. on a week-day. Postal notices may be delivered but cannot be posted on a Sunday or Christmas-day.

It will now be necessary to go back to the parliamentary notices which are required to be inserted in the *Gazette* and public papers.

The preparation of these notices usually proceed, *pari passu*, with the plans and sections, as they must in almost every case appear in the public papers for three successive weeks previous to the 1st of December.

The drawing of the notice is one of the important duties of the solicitor, as it is absolutely necessary that every requirement of the Bill should be weighed and determined on before doing so. There must be a separate notice for each Bill, whether of the first or second class, which must be headed by a short title descriptive of the undertaking (H. C. 14). It must state the objects of the intended undertaking, and the time at which copies of the Bill will be deposited at the Private Bill Office.

More objects than one may be included in the notice; for instance, notice may be given for a railway and two or more branches, and a Bill may be brought in for the railway only, and the branches may be dropped; or for making four different sewers, and two only may be included in the Bill; or for "gas and water," and one object only may be included in the Bill.

The following powers, if intended to be applied for, must be specifically stated—viz. for compulsory purchase of land or houses, or extending the time granted by a former Act for that purpose; for amalgamation with another company, or sale or lease of an undertaking, or leasing the undertaking of another company; for amendment or repeal of former Acts; for levying tolls, rates, or duties, or altering existing tolls, rates, or duties, or conferring exemption from payment of tolls, rates, or duties; for conferring, varying, or extinguishing any other rights or privileges.

In the case of second-class Bills (H. C. 15), the termini of the different works contemplated by the Bill; and in the case of first-class Bills, where plans and sections are required to be deposited, the termini of the land to be taken must be accurately stated, and the names of all parishes, townships, extra-parochial and other places, in which any work is contemplated, or any land proposed to be taken, is situate. The time and place of deposit of parliamentary documents made on or before Nov. 30 (which will be alluded to hereafter) must also be stated.

The limits of all burial-grounds, cemeteries, and gasworks must be specified and set forth (H. C. 16).

The intention to divert water into any intended cut, canal, reservoir, aqueduct, or navigation, whether directly or derivatively from any other similar source, and whether with the consent of the owner or otherwise, must be stated (H. C. 17).

The name of any invention must be prefixed to the notice in capital letters in all cases where power is sought to confirm or prolong terms of letters patent, and the notice must contain a description of the letters patent, and an account of the term of their duration (H. C. 18).

As a practical illustration of the course to be pursued in drawing a notice, a notice for incorporating a new company and making a railway will be a fair specimen, assuming that a junction with an existing railway is projected. The notice in this case would commence with the intention (1) to apply for an Act to incorporate a company; it would then set out (2) the main line of railway, accurately describing the termini—as, for instance, "A railway commencing by a junction with the main line of the South-Eastern Railway at a point 200 yards, or thereabouts, east of the Croydon station, in the parish of Croydon, in the county of Surrey, and terminating at a point 100 yards, or thereabouts, west of the market-house at Ton-

bridge, in the county of Kent, in the High-street there; (3) the parishes and townships and extra-parochial places through which the projected line is proposed to be made, would follow. Each branch would be described with similar accuracy as an independent work; the names of the parishes, townships, and other places, in or through which the work is intended to be made, maintained, varied, extended, or enlarged, would be set out at the end of the description of each separate work. (4). The power to take lands by compulsion would form the next paragraph; and (5) following this would come the notice of the powers relating to tolls, and (6) for stopping up or diverting roads, and extinguishing other rights and privileges; (7) a statement of the time and place of deposit of the parliamentary documents; (8) an enumeration of the Acts proposed to be amended (which in this instance would be those of the South-Eastern Company); and (9) the time and place of deposit of the proposed Bill.

The foregoing is a fair specimen of the general objects of a parliamentary notice, though frequently special powers are desired, in which case the best rule for preparation of the notice is, to set out in the plainest and most concise form what is intended to be applied for.

The principal difference between notices for railways and other works consists in the description of the works, and the powers necessary for extinguishing rights. In a Waterworks Bill, for instance, streams would probably be diverted or stopped up. In an Improvement Bill, streets might be wanted; and in each case the solicitor must consider the nature of the work, and the locality which should be included in the notices, and enumerate all such powers as those last alluded to, bearing in mind that he cannot make the notice too full in these respects. As regards the amendments of Acts of other companies or corporations, it is always wise, when by any possibility a Bill may affect them, to give notice of amendment. All the Acts of each such company must be set out by reign and chapter—for instance, "The Acts relating to the South-Eastern Railway Company—viz. Local and Personal Acts," 1 & 2 Vict. c. 27, &c. The list of Acts must commence with the Act of Incorporation of such company (unless these Acts have been repealed and consolidated, and then the list must commence with the Consolidation Act) and go down to the last Act obtained. The list of these Acts can be obtained from the index to the Local and Personal Acts; and as regards all large companies, it may generally be collected from a Gazette which contains a recent application to Parliament by them. It is confidently hoped that this system of specifying the Acts to be amended will be shortly discontinued. Common sense would dictate that a simple statement, that it was intended to "alter, amend, extend, or enlarge some of the powers and provisions of the Acts relating to the South-Eastern Railway Company," would be sufficient—the sole object being to warn the company named in the notice that their privileges may be affected.

One of the examiners of petitions, however, in the case of the Southampton, Bristol, and South Wales Railway Bill, 1857, held, that it was necessary to specify all the Acts, founding his decision on the universal practice which had prevailed theretofore.

Lastly, as regards the short title:—After the notice is drawn and settled, a very short epitome of the leading objects of the proposed Act is made out. Taking, as a specimen, the railway notice which has been mentioned above, a sufficient short title for the objects stated under the nine specified heads would be, "Croydon and Tonbridge Railway, Incorporation of Company; Power to make a railway from Croydon to Tonbridge; Amendment of the Acts of the South-Eastern Railway Company." The notices must be published in the months of October and November, one of them (H. C. 19), once in the London, Dublin, or Edinburgh *Gazette*, as the case may be. If the bill relates to England and Ireland, it would appear in both Gazettes; if it relates to England, one publication in the *London Gazette* is sufficient.

Newspaper notices must appear once in each of three successive weeks during the months of October or November, in one and the same newspaper published in each county in which any city, county of a city, town or county of a town, or any lands are situate to which the Bill relates, or in which any works are proposed to be made, or in which further powers are sought in respect of works already authorised by any former Acts. If the Bill relates specially to any particular city, county of a city, town or county of a town, the notice must be published in some paper published therein.

When the Bill does not relate to any particular city, county of a city, town, or county of a town, one publication in the *Gazette* only is required; but if the Bill relate to lands situate in more than one county, a further publication of the notice must be made, once in each of three successive weeks, in the case of English Bills, in a London daily paper; in the case of Scotch and Irish Bills, in a paper published in Edinburgh or Dublin twice a-week, and in a newspaper published in the county in which the principal office of the company, or companies, or other parties who are the promoters of the Bill, is situate. To exemplify this, we will revert to the notices which would be required for the Croydon and Tonbridge Railway. The publication of the notice for that Bill would be as follows:—Once in the *London Gazette*, three times in a paper published in Kent and Surrey respectively, and in a London daily paper. If the principal office of the promoters were situate in any other county than Kent, Middlesex, or Surrey (in which three counties notices would appear), the notice would also appear three times in a paper of the county where the principal office was situate.

When power is taken to amend the Acts of any company or corporate body, it is usual, for caution's sake, to advertise in a newspaper published in the county in which the principal offices of such company or corporate body is situate, although no specific powers are sought by the Bill which directly affect them.

(To be continued.)

Professional Intelligence.

Calls to the Bar.

Lincoln's-inn, April 30.—The undermentioned gentlemen were this day called to the degree of Barrister-at-Law by the Hon. Society of Lincoln's-inn—viz. Edward Wood Stock, Esq. (S.C.L., Cambridge); Charles Seale Hayne, Esq., Wiltshire; Stanton Austin, Esq. (B.A., Oxford); George Edward Martin, Esq. (M.A., Oxford); George William Mounsey, Esq. (M.A., Cambridge); William Samuel Fyler, Esq.; Augustus Granville Stapleton, jun., Esq.; Newton Reginald Smart, Esq. (B.A., Oxford); Charles William Bardswell, Esq. (B.A., Oxford); Charles Foyle Randolph, Esq. (B.A., Cambridge); Francis Meade Eastment, Esq.; James Albert Leaf, Esq. (B.A., Cambridge); Edward Winslow, jun., Esq.; and William Wollastan Karslake, Esq.

Middle Temple, April 30.—The undermentioned gentlemen were this day called to the degree of the Outer Bar by the Hon. Society of the Middle Temple:—Theodore Jervis, Esq., (St. John's College, Oxford); Francis Guthrie, Esq., (B.A., London University); and Edward William James Tinney, Esq., of Newcourt, Temple.

Inner Temple, April 30.—The undermentioned gentlemen were this day called to the bar by the Hon. Society of the Inner Temple:—Messrs. Charles Thomas Smith, M.A.; Francis Stafford Pipe Wolferstan, B.A.; Gilmore Evans, B.A.; Albert De Rutzen, B.A.; Thomas Grey Fullerton, M.A.; Jules Augustin Virgile Naz; Thomas Henry Griffith; William Morris Beaufort.

Admission of Solicitors.

The Master of the Rolls has appointed Friday the 8th of May, 1857, at the Rolls Court, Chancery-lane, at 4 in the afternoon, for swearing solicitors.

Every person desirous of being sworn on the above day must leave his Common Law Admission or his Certificate of Practice for the current year at the Secretary's Office, Rolls-yard, Chancery-lane, on or before Thursday, the 7th of May, 1857.

Admission of Attorneys.

Easter Term, 1857.

The following days have been appointed for the admission of attorneys in the Court of Queen's Bench:—

Thursday, May 7th. | Friday, May 8th.

Admission of Attorneys.

Queen's Bench.

For the last day of Easter Term, 1857, pursuant to judge's order.

Clerk's Name and Residence.	To whom Articled, &c.
Greaves, Albert, of 19, Clifton-street north, Finsbury, and 48, Clifton-street, Wandsworth-road, Surrey	W. Shepherd, of Barnsley.

Result of the Easter Term Examination.

Of 118 candidates who were entitled to be examined, 111 attended; 88 were passed and 23 postponed.

The several candidates who are deserving of honorary distinction will be reported to the Council next week.

Court Papers.

Queen's Bench.

NEW CASES.—EASTER TERM, 1857.

NEW TRIAL PAPER.

Middlesex. Woodcock *v.* Toulmin & Another.

SPECIAL PAPER.

Demurrer. Sharp & Another *v.* Waterhouse & Another.

CROWN PAPER.

Kent. Thomas Mansell, Plaintiff in error, *v.* The Queen, Defendant in error.
" Same *v.* Same.
Hereford. The Queen on the Prosecution of Corporation of Hereford, resp., *v.* P. Tulley & Others, appellants.
W. R. Yorkshire. The Queen *v.* The Inhabitants of Huddersfield.
Birmingham. The Queen *v.* J. Allday & Others.
Newcastle-on-Tyne. The Queen *v.* W. O. Dickinson.
Staffordshire. The Queen on the Prosecution of James Loxdale & Another, resp, *v.* H. J. Lancashire, appellant.

Common Pleas.

DEMURRER PAPER.

Case. Graham & Another *v.* Hutchinson & Another.
Co. Ct. Ap. Sweet *v.* Seager.

Monday, 4th May.

" Chesterton, appellant, *v.* Bramley, respondent.
" Surr *v.* Lee.

NEW TRIAL PAPER.

Middlesex. King *v.* The Accumulative Life Fund & General Assurance Co.
" Gauntlett *v.* King & Another.
London, Laws & Another *v.* Rand.

This Court will proceed with the Demurrer Paper, &c., on Monday, the 4th day of May next.

Exchequer of Pleas.

SPECIAL PAPER.

Dem. Dobson *v.* Espie.
Sp. case. Beattie *v.* Carmichael.

Births, Marriages, and Deaths.

BIRTH.

SABEN—On April 26, at Foley-house, Longton, Staffordshire, the wife of Henry Saben, Esq., of a son.

MARRIAGES.

COPLAND—KING—On April 23, at Sudbury, John Albert Copland, solicitor, Chelmsford, to Mary, only child of Mr. Isaac King, of Wickham St. Paul's, Essex.

HODGKINSON—BUTCHER—On April 23, at Trinity Church, Skirbeck, Boston, Lincolnshire, by the rector (the Rev. Robert E. Roy) Edward Hodgkinson, Esq., solicitor, Little Tower-street, and Carlton-hill, St. John's-wood, London, to Sarah, eldest daughter of Lieut. Butcher, R.N., Spilsby-road, Boston.

JONES—CORRIE—On April 23, at Crayford, Kent, by the Rev. W. A. Longlands, B.A., William Samuel Jones, jun., Esq., barrister-at-law, only son of William Samuel Jones, Esq., Master of the Court of Queen's Bench, Crown Office, to Mary, second daughter of William Corrie, Esq., one of the magistrates of the police courts of the metropolis.

DEATHS.

MELLOR—On April 22, at 21 Endsleigh-street, in the 20th year of her age, Elizabeth Catherine, eldest daughter of John Mellor, Esq., Q.C.

PRICE—On April 23, at Twickenham, Marthanna, relict of J. D. Price, Esq., of Twickenham, and King's-rd., Bedford-row.

ROSE—On April 30, at Aylesbury, William Rose, Esq., of the Middle Temple, and of Richmond, Surrey, in his 45th year.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BARNARD, ESTHER, High-st., Rochester, spinster, £50 New 3 per Cents.—Claimed by ESTHER BARNARD.

COOPER, EDWARD, Walthamstow, servant to D. Barclay, £29 : 5 : 6 Consols.—Claimed by JANE COOPER, widow, administratrix.

CURTIS, JOHN, Kingsclere, Hants, Yeoman, £400 Consols.—Claimed by JOHN CURTIS.

HALL, JAMES, of the Stowage, Deptford, surveyor, and JANE WILLIAMS HALL, a minor, £20 New 3 per Cents.—Claimed by JAMES HALL and JANE WILLIAMS HALL, now of age.

JEFFREYS, JAMES, Chadwell-st., Myddleton-sq., Gent., and ELIZABETH JEFFREYS, his wife, £100 New 3 per cents.—Claimed by ELIZABETH JEFFREYS, widow, the survivor.

JEFFREYS, JULIUS, Osnaburgh-st., Regent's-park, Esq., £50 New 3 per Cents.—Claimed by JULIUS JEFFREYS.

LEE, EDWARD, Bryanstone-sq., Esq., & ROBERT BURNET DAVID MORIER, Berne, Switzerland, a minor. £20 : 2 : 6 New 3 per Cents.—Claimed by EDWARD LEE and ROBERT BURNET DAVID MORIER, now of age.

LOUSADA, GEORGE EMANUEL, Brunswick-sq., Esq., £50 Consols.—Claimed by GEORGE EMANUEL LOUSADA.

NOBLE, ROBERT, Leadenhall-st., Gent., £155 New 3 per Cents.—Claimed by ROBERT NOBLE, the sole executor.

NORCLIFFE, CHARLOTTE NORCLIFFE. York, spinster, £2,000 New 3 per Cents.—Claimed by HENRY JOHN WARE, surviving executor of ISABELLA NORCLIFFE NORCLIFFE, spinster, who was the sole executrix.

NORTON, MARIA, Manor-pl. North, Chelsea, widow, £26 : 13 : 4 Reduced.—Claimed by MARIA NORTON.

SIMS, MARY ANN, Albion-pl., Canonbury-sq., widow, £50 Reduced.—Claimed by MARY ANN WALKER, widow, sole executrix.

Heirs at Law and Next of Kin

Advertised for in the London Gazette *and elsewhere during the Week.*

HATTON, SAMUEL BELBY, late of Vauxhall, Land Surveyor, son of SAMUEL HATTON, formerly of Holborn, Silversmith, and FRANCES, his wife, *née* DORLING, of Bury St. Edmunds.—Heirs and next of kin to apply to Shaen & Grant, Kennington-cross, S., Solicitors to the widow and administratrix of the deceased.

HERRING, MARK, formerly of Richmond, Surrey, Tailor; and CHARLOTTE CAUDWELL, formerly of Brentford, Middlesex, who was afterwards married to MARK HERRING.—Their heirs or next of kin to apply to Mr. E. Clarke, Solicitor, 29 Bedford-row, Holborn, W.C.

SMYTH, GEORGE EDWARD, formerly of Brunswick-pl., City-rd., and now residing at Hampton, Middlesex (a person of unsound mind).—Heirs at law or next of kin are, on or before June 1, to come in and prove their heirship or kindred at Masters' in Lunacy Office, 45 Lincoln's-inn-fields. GEORGE EDWARD SMYTH is the only son of EDWARD SMYTH (who died in Jan. 1853), formerly of Holloway-ter., Holloway, by ANN his wife, formerly ANN WRIGHT, spinster.

TUCKER, INGRAM (who died in July, 1851), Caple-le-Ferne, Kent, Yeoman.—Heirs at law or next of kin living at the time of his death, or the legal personal representatives of such next of kin who have since died, to come in and prove their claims, and make out their heirship and kindred, on or before June 11, at V. C. Kindersley's Chambers.

Money Market.

CITY, FRIDAY EVENING.

This being the day for the half-yearly balance at the Bank of England, the Stock Exchange is closed. The meeting of the Bank Directors yesterday broke up without making any alteration in the rate of interest. Money has been in active demand at full rates all the week, and the pressure is likely to increase till the heavy payments due on the 4th May are provided for. Notwithstanding the high rate of interest and the short supply of money, trade remains in a healthy state, and the amount of exports continues to increase. The English Funds are still depressed, and have sustained a decline of ½ per cent. Quotations of French 3 per cents. showed a larger decline, but it has been partly recovered. From the Bank of England return for the week ending the 25th April, 1857, which we give below, it appears that the amount of notes in circulation is £19,788,655, being an increase of £53,910, and the stock of bullion in both departments is £9,555,235, showing a decrease of £50,514 when compared with the previous return.

The arrivals of foreign grain during the last two weeks have been small of wheat, but more plentiful of barley and oats. Flour has been abundant. Larger supplies of wheat are expected to arrive shortly. Prices have been fully maintained in Mark-lane, and generally in the country markets. The result of reported sales is rather in favour of the seller, but without any clear advance.

A question of great interest to commercial men is now about to receive its solution in the settlement of a form of government for the Danubian Principalities. The commissioners charged with this duty having arrived at Jassy, are reported to have encountered considerable difficulties in fulfilling their mission. There appears to be a strong movement on the part of a section of the inhabitants to obtain the union of Moldavia and Wallachia, which meets with decided opposition from the existing authorities. The unionists appear to reckon upon the support of France, and it is believed that the British Ambassador concurs with Turkey in opposing the union. It is to be hoped that, on the one hand, arbitrary measures, and, on the other, faction and party spirit, will be restrained, and that a form of Government may be established giving scope to trade, and developing the industry of these fertile provinces.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 25TH DAY OF APRIL, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	23,308,485	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	8,833,485
		Silver Bullion	...
	£23,308,485		£23,308,485

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	11,333,126
Rest	3,263,516	Other Securities	17,729,004
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	5,311,645	Notes	3,519,830
		Gold and Silver Coin	721,750
Other Deposits	9,450,494		
Seven day & other Bills	725,055		
	£33,303,710		£33,303,710

Dated the 30th day of April, 1857. M. MARSHALL, Chief Cashier.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	...	213 14½	213 15	213	213½ 14	
3 per Cent. Red. Ann.	91¾ ⅝	91½ ⅝	91⅝ ¾ ½	91⅝ ½ ¾	91⅝ ½ ¾	
3 per Cent. Cons. Ann.	93½ 2¾	92⅝ ¾ ⅝	92⅝ ¾ ⅝	92⅝ ¾ ⅝	92⅝ ¾ ⅝	
New 3 per Cent. Ann.	91⅝ ¾	91⅝ ¾ ⅝	91½ ⅝ ¾	91½ ⅝ ¾	91⅝ ⅝	
New 2½ per Cent. Ann.	...	76½	...	...	...	
5 per Cent. Annuities	...	...	...	...	...	
Long Ann. (exp. Jan. 5, 1860)	...	...	...	2 7-16	...	
Do. 30 years (exp. Oct. 10, 1859	...	...	2½ 3-16	2 3-16	2 3-16	
Do. 30 years (exp. Jan. 5, 1860)	...	...	2⅝	...	...	
Do. do. 1800	...	...	...	...	...	
Do. 30 years (exp. Apr. 5, 1885)	...	17 15-16	...	...	...	
India Stock	...	220 22	...	...	...	
India Bonds (£1,000)	...	...	5s. dis.	9s. dis.	...	
Do. (under £1,000)	...	...	4s. dis.	4s. dis.	9s. dis.	
Exch. Bills (£1,000) Mar.	2s. pm.	...	...	2s. dis.	2s. dis.	
June	2s. pm.	par	5s. dis.	3s. dis.	3s. dis.	
Exch. Bills (£500) Mar.	3s. pm.	...	par	2s. dis.	...	
June	...	par	...	5s. dis.	1s. dis.	
Exch. Bills (Small) Mar.	...	...	...	...	2s. pm	
June	par	par	par	1s. dis.	par	
Exch. Bonds, 1858, 3½ per Cent.	98⅝	98⅛ ¼	98⅝	...	...	
Exch. Bonds, 1859, 3½ per Cent.	98⅝	...	...	98⅝ ⅝ ½	...	

Insurance Companies.

APRIL 28.

Equity and Law	5⅞
English and Scottish Law	4½
Law Fire	3½
Law Life	62 x d
Legal and General Life	5

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter	...	89	89 8	89	...	
Caledonian	...	68½ ¾ ¼	68⅝	69½ 9	69½	
Chester and Holyhead	...	35½	...	34½	...	
East Anglian	...	19	...	19 18⅝	18½	
Eastern Union A stock	...	...	...	...	...	
East Lancashire	...	98	97⅞	...	96⅜	
Edinburgh and Glasgow	...	...	...	...	...	
Edin., Perth, & Dundee	34	34½	33⅝ 4½	34	34 3⅝ 3	
Glasgow & South Western	...	...	...	...	...	
Great Northern	96	96	96 5½	96½ ¼	...	
Gt. South & West. (Ire.)	...	...	...	101⅛	100⅝ ⅛	
Great Western	66½	66½ ⅝ 6	65⅝ 6	66⅛	66¼	
Lancashire & Yorkshire	101½ ½	100½ ½	100	100⅝ ⅝	100⅝ 1	
Lon., Brighton, & S. Coast	108¾	108⅛ 9	...	...	110⅜	
London & North Western	104⅜ ⅝	104½ 4	104⅜	104⅜ 5	104⅜ 5	
London and S. Western	101½ 1	101⅛	100½ ⅜	100⅛	100½ 1	
Man., Shef., and Lincoln	39½ 9	38⅝ ⅜	38⅜	39	...	
Midland	82½ 1⅜	81⅝ ½ ¾	81¼ ½ 1	81⅜ 2⅛	82⅛ ¼	
Norfolk	60½ 1	60⅜	...	...	...	
North British	43⅛	...	43½	43	43⅛ 2⅛	
North Eastern (Berwick)	87	86¼ ⅛	85⅝ ⅛	85⅝ 6	86 5⅛	
North London	...	...	...	...	...	
Oxford, Worc. & Wolv.	...	29⅛	29⅛ 9	...	...	
Scottish Central	...	107	...	...	106	
Scot. N.E. Aberdeen Stock	...	26	26	...	26	
Shropshire Union	...	...	...	...	...	
South-Eastern	...	73⅜	73⅜ ¼	...	74¼	
South-Wales	...	86½	86⅝	...	...	

London Gazettes.

Bankrupts.

TUESDAY, *April* 28, 1857.

ADDEY, HENRY MARKINFIELD, Bookseller and Publisher, 17 Henrietta-st., Covent-garden, and 29 Gloucester-ter., Hyde-pk. May 12, at 2.30, and June 12, at 11.30; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Cooper & Hodgson, 3 Verulam-bldgs., Gray's-inn. *Pet.* April 22.

BRUCE, JOSEPH, Grocer, Yarmouth, Isle of Wight. May 9, at 11, and June 11, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Harrison & Lewis, 14 New Boswell-ct., Lincoln's-inn; or Eldridge, Newport, Isle of Wight. *Pet.* April 23.

GARRARD, WILLIAM PASKELL, Wine and Spirit Merchant, 16 Little Tower-st. May 13, at 12.30, and June 15, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Young & Plews, 29 Mark-la. *Pet.* April 20.

HARRISON, THOMAS, Coal and Timber Merchant, Harrietsham and Maidstone, Kent. May 11 and June 10, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Bennett, 35 Ludgate-hill. *Pet.* April 9.

HEWITT, ALEXANDER, Chemist, Derby. May 12 and June 9, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Robotham, Derby; or James, Birmingham. *Pet.* April 27.

HINTON, ALFRED, Druggist, Birmingham. May 11 and June 8, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Griffiths & Bloxham, Birmingham. *Pet.* April 15.

M'LEAN, ROBERT, & JAMES M'LEAN, Builders, Hulme, Manchester. May 15 and June 12, at 12; Manchester. *Off. Ass.* Hernaman. *Sol.* Rowley, Manchester. *Pet. for arrangement*, Mar. 16.

PARKER, GEORGE, Grocer, Leeds. May 11, at 11.30, and June 8, at 11 Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Richardson & Sadler, Old Jewry-chambers, London; or Bond & Barwick, Leeds. *Pet.* April 13.

SMALL, ELIZABETH SILBY, Plumber, Fonthill-pl., Clapham-rd. May 7, at 1, and June 9, at 11; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Fraser & May, 78 Dean-st., Soho. *Pet.* April 27.

TASKER, WILLIAM, & JOHN AUDUS, Potato Merchants, Selby, Yorkshire, and Hampstead-rd., Middlesex. May 8 and June 5, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Hodgson, Selby; or Bond & Barwick, Leeds. *Pet.* April 17.

WALTERS, HENRY, & BENJAMIN WALTERS, Druggists, Alfreton, Derbyshire. May 16 and June 13, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Unwin, Sheffield. *Pet.* April 21.

FRIDAY, *May* 1, 1857.

ALLURED, JAMES, Tailor, Norwich. May 12, at 1, and June 12, at 11; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury; or Miller, Son, & Bugg, Norwich. *Pet.* April 17.

BROWN, JOHN HUNTER, Rope Manufacturer, Sunderland. May 20 and June 19, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Philipson, Newcastle-upon-Tyne; or Ranson & Son, Sunderland. *Pet.* April 27.

BROWN, ROBERT JAMES, Timber Merchant, Sunderland. May 19 and June 18, at 11.30; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* A. J. Moore & W. Moore, Sunderland; or Harle, Bush, & Co., 20 Southampton-bldgs., Chancery-la. *Pet.* April 24.

ELLIS, GEORGE, Miller, South Brent, Devon. May 7 and June 1, at 1; Exeter. *Com.* Bere. *Off. Ass.* Hirtzel. *Sols.* Gidley, jun., Plymouth; or Stogdon, Exeter. *Pet.* April 28.

KILLICK, JOHN, Silversmith, 9 Knightsbridge-ter., Knightsbridge; and Licensed Victualler. George Hotel, Maize-hill, Greenwich. May 15, at 12.30, and June 12, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Jerwood, 17 Ely-pl., Holborn. *Pet.* April 30.

LANKESTER, ROBERT HUGH, Enamelled Bag Manufacturer, 31 Bread-st., Cheapside. May 14, at 2, and June 16, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Reed, 1 Guildhall-chambers, Basinghall-st. *Pet.* April 30.

M'GILL, WILLIAM (in copartnership with John M'Gill), Shipbuilder, Charlotte Town, Prince Edward's Island, North America; afterwards of the same place on his own account, and at Manchester and elsewhere. May 14 and June 11, at 1; Manchester. *Off. Ass.* Hernaman. *Sols.* Sale, Worthington, & Shipman, Manchester. *Pet.* April 21.

MOORE, GEORGE, Innkeeper, Shardlow, Derbyshire. May 12 and June 9, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Huish, Castle Donington, Leicestershire. *Pet.* April 28.

NAIRN, PHILIP, Miller, Warren Mills, Belford, Northumberland. May 15, at 11.30, and June 30, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Hoyle, Newcastle-upon-Tyne; or Crosby, 3 Church-court, Old Jewry. *Pet.* April 23.

PACEY, GEORGE, Merchant, Stafford-st., Liverpool, and Reservoir-rd., Birmingham. May 19 and June 8, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sol.* Duke, Liverpool. *Pet.* April 28.

REED, JOHN BURGOYNE, Ship Broker, Cardiff. May 12 and June 9, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Overbury & Peek, 4 Frederick's-pl., Old Jewry; Bevan & Girling, Bristol. *Pet.* April 25.

SMALLPIECE, HENRY WILLIAM BUND, & HENRY WILLIAM SMALLPIECE, Carriers and Saddlers, Guildford, Surrey, and Aldershot, Hants. May 11, at 11, and June 22, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers, Old Jewry; or Lovett, Guildford. *Pet.* April 28.

STONER, JOSEPH, Grocer, Ormskirk and Southport, Lancashire. May 8, and June 4, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Bird. *Sol.* Pemberton, 12 Cable-st., Liverpool. *Pet.* April 25.

WATKINS, JOHN, Shoemaker, Crickhowell, Brecon. May 12, and June 9, at 11; Bristol. *Com.* Hill. *Off Ass.* Miller. *Sols.* Lewis, Crickhowell; or Bigg, Bristol. *Pet.* April 27.

WILLIS, FREDERICK THOMAS, Oil and Colourman, 171 White Cross-st. May 15, at 11.30, and June 12, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* A. & W. Bristow, Greenwich. *Pet.* April 28.

BANKRUPTCIES ANNULLED.

TUESDAY, *April* 28, 1857.

OWEN, THOMAS, Joiner and Builder, and Beer-house-keeper, Liverpool. April 23.

FRIDAY, *May* 1, 1857.

HEALEY, CHARLES, Wholesale Clothier, Manchester. April 27.

MITCHELL, NATHAN, Merchant, Leeds. April 25.

MEETINGS.

TUESDAY, *April* 28, 1857.

ALEXANDER, LESLEY, & WILLIAM BARDGETT, Merchants, 53 Old Broad-st. May 20, at 12; basinghall-st. *Com.* Goulburn. *Div.* sep. est. W. Bardgett.

BAILEY, WILLIAM, jun., Carver and Gilder, 68 Buttesland-st., Hoxton. May 20, at 11.30; Basinghall-st. *Com.* Goulburn. *Div.*

CARR, WILLIAM RIDLEY, & HENRY FREDERICK SCOTT, Iron Manufacturers, Wallsend, Northumberland. May 12, at 11; Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from Mar. 18) *Last Ex.*

COLLIS, BENJAMIN, Draper, Bishops Stortford, Herts. May 19, at 11; Basinghall-st. *Com.* Evans. *Div.*

CROFTS, EDWARD, Hearth-rug Manufacturer, 3 West-pl., John's-row, St. Luke's. May 19, at 1; Basinghall-st. *Com.* Fonblanque. *Div.*

EVERY, FREDERIC, Scrivener, Bampfylde-st., Exeter, and Alphington-rd., St. Thomas the Apostle, Devon. May 15, at 1; Exeter. *Com.* Bere. *Aud. Accts. & Prf. Debts.* And on May 21, at 1, *Div.*

GAIGER, CHARLES, Draper, Hyde-st., Winchester. May 19, at 1; Basinghall-st. *Com.* Fonblanque. *Div.*

GIBSON, ALFRED, Ship and Insurance Broker, 9 Gt. St. Helens. May 19, at 11.30; Basinghall-st. *Com.* Fonblanque. *Div.*

GRAY, OWEN, Builder, 25 Gt. Tower-st. May 19, at 11; Basinghall-st. *Com.* Fonblanque. *Div.*

JACQUES, JACOB ABRAHAM, & LOUIS SELIG. May 22, at 11; Liverpool. *Com.* Stevenson. *Div.* joint est. And on May 21, at 11, *Div.* sep. est. of J. A. Jacques.

KNOWLES, THOMAS, Chemist, 61 Seymour-st., Euston-sq. May 20, at 1; Basinghall-st. *Com.* Fonblanque. *Div.*

LAIDLER, THOMAS, Coke Burner, Jarrow, Durham. May 12, at 11; Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from Mar. 18) *Last Ex.*

MARKHAM, CORNELIUS AUBREY, Currier and Grocer, Godmanchester, Huntingdonshire. May 20, at 1; Basinghall-st. *Com.* Fonblanque. *Div.*

MICHELL, JAMES, Copper and Lead Smelter, Crew's Hole, St. George, and Westbury-upon-Trym, Gloucestershire. May 21, at 11; Bristol. *Com.* Hill. *Final Div.*

PEARSON, LEVI, Wholesale Grocer, Rochdale, Lancashire. May 20, at 12; Manchester. *Com.* Jemmett. *Div.*

PUCKRIN, GEORGE, Grocer, Tunstall, Staffordshire. May 20, at 10.30; Birmingham. *Com.* Balguy. *Final Div.*

RADNOR, ROBERT, Maltster, Presteign, Radnorshire. May 21, at 11; Bristol. *Com.* Hill. *Div.*

REDMAN, ROBERT, & EDWARD REDMAN, Wharfingers, 36 Mark-la. May 20, at 11; Basinghall-st. *Com.* Goulburn. *Final Div.* of their sep. ests.

REES, ANN, Grocer, Llanelly, Carmarthenshire. May 21, at 11; Bristol. *Com.* Hill. *Div.*

REEVES, JOHN FRY, JOHN FREDERIC REEVES, ORLANDO REEVES, & ARCHIBALD REEVES, Scriveners, Taunton, Somersetshire. May 15, at 1; Exeter. *Com.* Bere. *Aud. Accts & Prf. Debts*sep. est. J. F. Reeves. And on May 20, at 1, *Div.* sep. ests. of J. F. Reeves and O. Reeves.

WHITAKER, JOHN, Cotton Manufacturer, Bridge-end, Newchurch, Rossendale, Lancashire. May 20, at 12; Manchester. *Com.* Jemmett. *Div.*

FRIDAY, *May* 1, 1857.

CASTELLI, FRANK, Merchant, 10 Bury-ct., St. Mary-axe. May 12, at 12; Basinghall-st. *Com.* Holroyd. *Prf. Debts.*

COOPER, JOHN MARTIN, Ship Owner, Sunderland. May 14, at 11.30; Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from April 22) *Last Ex.*

CORNELL, THOMAS, Carver and Gilder, King-st., Regent-st.; and Farmer, Roydon, Essex. May 23, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

FENTON, EDWARD, Rag Merchant, Batley Carr, Yorkshire. May 23, at 11; Leeds. *Com.* West. *Div.*

FOSTER, GEORGE, Worsted Spinner, Horbury, Yorkshire. May 22, at 11; Leeds. *Com.* Ayrton. *Div.*

FURNELL, HENRY KNIGHT, & ALBERT KAHL, Insurance Brokers, Fenchurch-st. May 22, at 2; Basinghall-st. *Com.* Fane. *Div.* jnt. est.

GIFFORD, SAMUEL, Sail Cloth and Canvas Merchant, 72 Mark-la. May 13, at 12.30; Basinghall-st. *Com.* Fonblanque. *Choice of new As., and Prf. Debts.*

GISCARD, URIAH, Cabinetmaker, 74 High-st., King's Lynn, Norfolk. May 22, at 1.30; Basinghall-st. *Com.* Fane. *Div.*

GREENWOOD, JOSEPH, Woolstapler, Spring-head, Keighley, Yorkshire. May 22, at 11; Leeds. *Com.* West. *Div.*

HARDACRE, THOMAS, Mercer, Settle, W. R. Yorkshire. May 22, at 11; Leeds. *Com.* West. *Div.*

JAMES, THOMAS EDWARD, Wine and Spirit Merchant, Cowbridge, Glamorganshire. May 28, at 11; Bristol. *Com.* Hill. *Div.*

JOHNSON, THOMAS, Merchant, 12 Broad-st.-bldgs. May 23, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

JONES, WILLIAM BURROW, Pastrycook, 5 St. Augustine's-parade, Bristol. May 28, at 11; Bristol. *Com.* Hill. *Div.*

KING, ROBERT, Woollen and Linen Draper, Knaresborough, Yorkshire. May 22, at 11; Leeds. *Com.* West. *Div.*

NEWENS, ROBERT, Baker, King-st., Richmond, Surrey. May 23, at 11; Basinghall-st. *Com.* Fane. *Div.*

OCHSE, JAMES, Dealer in French China and Jewellery, 44 Basinghall-st. May 23, at 12; Basinghall-st. *Com.* Fane. *Div.*

OSBORN, WILLIAM HESKIN, & HENRY WEBSTER BLACKBURN, Stock and Share Brokers, Bradford, Yorkshire. May 26, at 11; Leeds. *Com.* Ayrton. *Div.* sep. est. of W. H. Osborn.

ROBINSON, WILLIAM, Cloth Merchant, Spring Meadow, Saddleworth, Yorkshire. May 25, at 11; Leeds. *Com.* Ayrton. *Prf. Debts.* And creditors who have proved their debts to meet on the same day, at 12, to decide upon accepting or refusing offer of composition.

SCOTT, JAMES, Rag Merchant, Batley Carr, Yorkshire. May 26, at 11; Leeds. *Com.* Ayrton. *Div.*

STANBURY, JOSHUA DOWNING, Draper, Richmond, Surrey, May 23, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

STOTT, HENRY, Grocer, Halifax, Yorkshire. May 22, at 11; Leeds. *Com.* West. *Div.*

TAILOR, JAMES, RICHARD ECCLES, & JOHN NUTTALL, Cotton Spinners, Bottoms Hall Mill, Tottington Lower End, Lancashire. May 15, at 12; Manchester. *Com.* Skirrow. *Last Ex.* of R. Eccles.

THOMAS, DAVID, of the Globe Inn, Briery-hill, Bedwellty, Monmouthshire. May 28, at 11; Bristol. *Com.* Hill. *Div.*

WATERS, JOHN, ARTHUR JONES, & DAVID JONES, Bankers, Carmarthen. Creditors who have proved their debts to meet on May 23, at 1, at office of Abbott & Lucas, Solicitors, Albion-chambers, Bristol, to assent to, or dissent from, assignees compromising or adjusting certain questions which have been referred to arbitration, and now pending, between the assignees and Sir James Esdaile & Co.

WILSON, HENRY, Grocer, Old Swindon, Wilts. May 28, at 11; Bristol. *Com.* Hill. *Final div.*

DIVIDENDS.

TUESDAY, *April* 28, 1857.

BARNES, ROBERT YALLOWLEY, Floor-cloth Manufacturer, 11 City-rd. First, 5*s.* 6*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

CAMPBELL, ARCHIBALD, & ANGUS M'DONALD, Army Agents, Regent-st. Sixth (sep. est. of A. Campbell), 2*s.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

DAVIES, JAMES, Currier, Newport, Monmouthshire. *Div.* 5*s.* *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 & 1.

GUTTERIDGE, JAMES, Horse-dealer, Elizabeth-st., Eaton-sq. First, 8*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

HAYNE, BENJAMIN, & CHARLES HAYNE, Carpenters, Upper Whitecross-st., and 115 Aldersgate-st. First, 1*s.* 3½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

HENTON, GEORGE, 2 Chapel-pl., Audley-st., Grosvenor-sq. (late of the Rising Sun, 12 Charles-st., Grosvenor-sq., Licensed Victualler). First, 2*s.* 11½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

KNIGHT, JOHN PETER, Hop and Seed Merchant and Brewer, Hibernia-chambers, Southwark, and Kent Brewery, York-st., Pentonville. First, 2*s.* 6*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

MAUDE, JAMES WORTHINGTON (Covington & Co.), Nicholas-la., Lombard-st.; Commercial-rd., Limehouse; and Wharf-rd., City-rd. First div. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

PUDDICOMBE, WILLIAM, Ironmonger, 44 Bridge-st., Southwark. First, 1*s.* 9*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

SHOVE, DAVID, Tallow Chandler, Croydon. First, 2*s.* 6*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

STANBURY, JOSHUA DOWNING, Draper, Richmond. First, 20*s.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

FRIDAY, *May* 1, 1857.

DEARLOVE, HENRY GEORGE, Timber-merchant, Palace-row, New-rd. First, 3*s.* 4*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

DERHAM, ROBERT, Leeds, WALTER ALAN HINDE, & JAMES DERHAM, Dolphinholme, Worsted Spinners. Fourth, 1 1/16*d.* *Hope*, 1 South-parade, Park-row, Leeds; any Friday, 11 & 1.

DONNELLY, PATRICK SKIFFINGTON, Builder, Twickenham. First, 8*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

HARBEN, HENRY, Wholesale Cheesemonger, Goulstone-st., High-st., Whitechapel, and Carlton-hill villas, Camden-rd., Holloway. Fourth, 1*s.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

HARDY, RICHARD, Commission Agent, Kingston-upon-Hull. Second, 1½*d.* *Carrick*, Quay-st. Chambers, Hull; any Thursday, 11 & 2.

OLDHAM, JOHN, Currier, 36 Long-acre. First, 4*s.* 8*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

SYERS, MORRIS ROBERTS, JAMES WALKER, & DANIEL BACKHOUSE SYERS, Merchants, Ball-alley, Lombard-st., and Liverpool. First, 1*s.* 2*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *April* 28, 1857.

BISHOP, JOHN, Cabinetmaker, Shrewsbury. May 21, at 10.30; Birmingham.

BOLLIN, ROBERT HENRY, Carriage Builder, King's Lynn, Norfolk. May 20, at 11.30; Basinghall-st.

CHANDLER, BENJAMIN, Attorney, Sherborne, Dorset. May 21, at 1; Exeter.

COLLENS, ROBERT, Licensed Victualler and Hop Merchant, 100 High Holborn, and Talbot Inn-yd., Borough High-st. May 19, at 2; Basinghall-st.

CURTIS, WILLIAM TURING, Merchant, 17 Gt. St. Helens. May 20, at 1; Basinghall-st.

EDWARDS, THOMAS, China and Glass Dealer, 26 Eversholt-st., Oakley-sq., St. Pancras. May 20, at 2; Basinghall-st.

GLOVER, JAMES, Publican, of the Swan, Thames Ditton, Surrey, and Blue Posts Tavern, Haymarket. May 20, at 1.30; Basinghall-st.

GOODING, WILLIAM SMITH, Tailor, Manchester. May 20, at 12; Manchester.

GRIMSDALE, WILLIAM HENRY, & THOMAS HART GRIMSDALE, Common Brewers, Uxbridge. May 19, at 2; Basinghall-st.

HARRIS, RICE, & RICE WILLIAMS HARRIS, Glass and Alkali Manufacturers, Birmingham. May 21, at 10.30; Birmingham.

M'LARTY, DONALD, JOHN M'KEAN, & ROBERT LAMONT, Merchants, Liverpool. May 20, at 11; Liverpool.

WALKER, JAMES, Bridle Cutter and Innkeeper, Walsall, Staffordshire. May 21, at 10.30; Birmingham.

FRIDAY, *May* 1, 1857.

COOPER, JOHN BUNTON & HENRY BUNTON COOPER, Pawnbrokers, 5 Bentley-pl., Kingsland-rd., Middlesex. May 23, at 11; Basinghall-st.

HUDSON, THOMAS, Ship-broker, Liverpool. May 25, at 12; Liverpool.

OCHSE, JAMES, Dealer in French China, 44 Basinghall-st. May 23, at 12; Basinghall-st.

SMART, GEORGE ELIJAH, Victualler, Telegraph Tavern, Lyncombe and Widcombe, Bath. June 2, at 11; Bristol.

STEWART, JOHN, Iron Founder, Preston, Lancashire. May 25, at 12; Manchester.

SULLY, WALTER, Printer, 299 Strand. May 23, at 12; Basinghall-st.

VANDERPANT, HENRY CRESSY, Dentist, 16 Maddox-st., Bond-st. May 25, at 2; Basinghall-st.

WRIGGLESWORTH, JOHN, Linen Draper, Halifax. May 26, at 11; Leeds.

YATES, JAMES GARRETT, Grocer, Redcliffe-hill, Bristol. May 25, at 11; Bristol.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *April* 28, 1857.

ARLIS, JOHN, Plymouth. April 23, 2nd class.

BAKER, SAMUEL, Ironfounder, Birmingham. April 23, 2nd class.

BALL, GEORGE, Plumber and Glazier, New Leaton, Nottinghamshire. April 21, 3rd class.

BRYANT, WILLIAM, Boot and Shoe Maker, Shalford, Essex. April 23, 2nd class.

CLARE, SAMUEL, Grocer, Ashton-under-Lyne, Lancashire. April 21, 2nd class.

KINGSTON, WILLIAM, Linendraper, 21 Bridge-rd., Lambeth. April 22, 2nd class; to be suspended for five months from Jan. 1.

KINTON, JOHN, Builder, Coventry. April 27, 3rd class; after a suspension of three months.

LANGRIDGE, JOHN WILLIAM, Staymaker, 79 Bull-st., Birmingham. April 23, 2nd class.

MORLEY, JOHN, Joiner and Builder, Nottingham and Sneinton. April 21, 3rd class.

NASH, THOMAS, Carpenter and Builder, 14 Leather-la., and 36 Kirby-st., Hatton-garden. April 22, 2nd class.

PEACH, WILLIAM, Coal Merchant, Derby. April 21, 2nd class.

PILLEY, WILLIAM, Tailor, 9 Aldermanbury-postern. April 23, 2nd class.

TAYLOR, ALFRED, Builder, Wednesbury, Staffordshire. April 23, 3rd class.

TAYLOR, HENRY, & HENRY HOYLE, Cotton Spinners, Vale Mill, near Bacup, and Manchester. April 22, 3rd class.

VENABLES, JOHN, ARTHUR MANN, & HENRY GRASETT, Earthenware Manufacturers, Burslem, Staffordshire. April 23, 3rd class to A. Mann.

WOOTTON, JAMES, Builder, Oxford-st., Leicester. April 21, 2nd class.

FRIDAY, *May* 1, 1857.

ARCHBUTT, THOMAS, Timber Merchant, Oakley-sq., Chelsea. April 28, 2nd class, after a suspension of twelve months from the day of passing his last examination.

BAKER, RICHARD, Merchant, 34 Lime-st. April 25, 3rd class.
BANKS, FREDERICK LAWSON, & ROBERT DAWSON, Common Brewers, Sheffield. April 25, 2nd class.
BARCLAY, DAVID, Leather Manufacturer, 17½ Richardson-st., Long-la., Bermondsey, and 67 Long-la, Bermondsey. April 25, 2nd class.
BARNETT, THOMAS, Butcher, Ironbridge, Salop. April 23, 3rd class.
DICKINSON, WILLIAM HENRY, Joiners' Tool and Table Knife Manufacturer, Sheffield. April 25, 2nd class.
FELL, JAMES, Wholesale Tea Dealer, Liverpool. April 24, 2nd class, subject to suspension of six calendar months from April 21.
HAMMOND, WILLIAM PARKER, Ship Owner, Scott's-yd., Bush-la. April 28, 2nd class.
JEWELL, HENRY, Clothier, 3 High-st, Shadwell, and 35 St. George's-st. east. April 24, 2nd class.
KNIGHT, JOHN PETER, Hop and Seed Merchant, and Brewer, Hibernia-chambers, Southwark, and Kent Brewery, York-st., Pentonville. April 27, 2nd class.
LAWRENCE, JOSEPH THOMAS, Upholsterer, 93 Shoreditch. April 27, 3rd class.
OLDHAM, JOHN, Currier, 36 Long-acre. April 27, 2nd class, to be suspended for six months.
PORTER, ELEANOR, Grocer, High-st., Newmarket. April 25, 2nd class.
REEVE, WILLIAM, Engineer, 20 Albion-st., Caledonian-rd. April 27, 3rd class, to be suspended for six months from Nov. 5, 1856.
SMITH, JAMES HENRY, Corset-maker, 238 Oxford-st., and 54 Connaught-ter., Hyde-pk. April 25, 3rd class.
WHITESIDE, JOSEPH, Watch and Clock Manufacturer, 27 Davies-st., Berkeley-sq. April 27, 2nd class.

Professional Partnerships Dissolved.

FRIDAY, *May* 1, 1857.

NICHOLL, FREDERICK ILTID, LEIGH CHURCHILL SMYTH, & ROBERT FRENCH BURNETT, Attorneys and Solicitors, Carey-st. By mutual consent; as regards the said L. C. Smyth. April 28.
SMITH, HENRY, & HENRY SMALL, Attorneys and Solicitors, Buckingham. By mutual consent, from Sept. 16, 1856.

Assignments for Benefit of Creditors.

ERRATUM.—*In No.* 17, *page* 412, *last name in* 1*st col.*, *for* SHIPMAN *read* SHIPHAM.

TUESDAY, *April* 28, 1857.

ARTHARS, BENJAMIN, Draper, Walsall, Staffordshire. April 2. *Trustees*, J. Chadwick, and C. Watson, Merchants, Manchester. *Sols.* Sale, Worthington, & Shipman, 64 Fountain-st., Manchester.
BRADDON, WILLIAM, Draper, Devonport, Devon. April 2. *Trustees*, W. White, Warehouseman, Cheapside; J. D. Allcroft, Warehouseman, Wood-st. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry.
GOODBURN, ROBERT, Builder, Doncaster. April 8. *Trustees*, J. Smith, Ironmonger, Doncaster; J. A Wade, Timber Merchant, Kingston-upon-Hull. *Sols.* W. H. & C. E. Palmer, 46 St. Sepulchre-gate, Doncaster.
PLEDGE, FREDERICK, General Dealer, Red-hill, Surrey. April 11. *Trustees*, M. M'George, Clothier, Friday-st., Cheapside; J. Foster, Hat Manufacturer, Lawrence Pountney-la. *Sols.* Shaen & Grant, Kennington-cross, Surrey.
WALDRON, DANIEL HEMUS, Draper, Souldern, Oxfordshire. April 10. *Trustees*, H. Austen, Grocer, Banbury, Oxfordshire; C. Grimbly, Draper, Banbury. *Sols.* Rolls & Pain, Banbury.

FRIDAY, *May* 1, 1857.

BADDELEY, GEORGE, Boot and Shoe Maker, Aylesbury, Bucks. April 9. *Trustees*, E. Margesson, Tobacconist, Aylesbury; R. Gibbs, Auctioneer, Aylesbury. *Sol.* Hatten, Aylesbury.
DALZELL, JOHN, Grocer, St. Neots, Huntingdonshire. Mar. 30. *Trustees*, J. Dear, jun., Grocer, Huntingdon; J. Apthorpe, Grocer, Bedford; G. Taylor, Grocer, 53 Bishopsgate-without. *Sols.* Wilkinson & Butler, St. Neots.
GORMAN, JOHN, Grocer, Chepstow, Monmouthshire. April 30. *Trustee*, R. Sharpe, Miller, Chepstow. *Sols.* J. & T. Evans, Bank-bldgs., Chepstow.
HAINSWORTH, BENJAMIN, Brewer, Great Crosby, Liverpool. April 2. *Trustee*, J. S. Blease, Accountant, Liverpool. Indenture lies at office of J. S. Blease, Liver-ct., South Castle-st., Liverpool.
HARRISON, WILLIAM, Hosier, Church-st., York. April 21. *Trustees*, A. Harrison, Kingston-upon-Hull; G. Viccars, Hosier, Kingston-upon-Hull. *Sol.* Phillips, York.
LUCKING, JOHN, Butcher and Ham Dealer, 34 Walbrook, and 87 Cannon-st. April 1. *Trustees*, S. Turner, Builder, 26 Walbrook; A. S. Chappell, Plumber, 28 Walbrook. *Sols.* Jenkinson, Sweeting, & Jenkinson, 7 Clement's-la.
ROSS, ROBERT, Builder, Newcastle-upon-Tyne. April 20. *Trustees*, C. S. Smith, Timber Merchant; W. H. Holmes, Glass Dealer; both of Newcastle-upon-Tyne. *Sol.* Scaife, Royal Arcade, Newcastle-upon-Tyne.
SMITH, JOHN LEVER, Grocer, Boughton-under-the-Blean, Kent. April 6. *Trustees*, R. S. Francis, Surgeon, Boughton; W. Judges, Builder, Boughton. *Sols.* Sankey & Son, Canterbury.
SMITH, THOMAS ELVEY, Grocer, Faversham, Kent. April 23. *Trustee*, J. B. Sharp, sen., Manager of the Gas-works, Faversham. *Sol.* Tassell, Faversham.
WALKER, PETER, Provision Dealer, Greenacres-moor, Oldham, Lancashire. April 16. *Trustees*, J. Moss, Corn Merchant, Manchester; J. Platt, Cheese Factor, Manchester. *Sols.* Hall & Janion, 6 Essex-st., Manchester.
WARING, JOHN, & EDWARD WARDEN NORRIS, Window-glass Cutters and Dealers, 42 Wells-st., Oxford-st. April 24. *Trustee*, J. J. Kayll, Glass Manufacturer, Sunderland. *Sol.* Jerwood, 17 Ely-pl., Holborn.
WITHERS, WILLIAM SHELDON, Miller, Mansfield, Nottinghamshire. April 25. *Trustees*, E. Peniston, Draper, Mansfield, Nottinghamshire; J. Blatherwick, Farmer, Blidworth; G. Gregg, Miller, Mansfield. *Sol.* Cursham, Mansfield.

Creditors under Estates in Chancery.

TUESDAY, *April* 28, 1857.

BARNARD, ROBERT (who died in August, 1855), Gent., late of Maidstone, Kent. Creditors and incumbrancers to come in and prove their debts or claims on or before May 28, at Master of the Rolls' Chambers.
BOURNE, JOHN (who died on Oct. 24, 1855), Esq., of Walker-hall, Winstone, Durham. Creditors to come in and prove their debts on or before May 22, at V. C. Wood's Chambers.
BRADFORD, THOMAS (who died in June, 1856), Innkeeper, formerly of Horton, Bradford, Yorkshire, late of Apperley-bridge, Bradford. Creditors to come in and prove their debts on or before May 22, at V. C. Wood's Chambers.
EVANS, EDWARD BENJAMIN (who died in May, 1854), late of Collett-pl., Commercial-rd., Middlesex, but at sea. Creditors to come in and prove their debts or claims on or before May 30, at Master of the Rolls' Chambers.
MACKENZIE, Sir ALEXANDER (who died in October, 1853), of Bath. All persons claiming (as treasurers, trustees, or otherwise), on behalf of any institution, the legacy of £300 bequeathed to the hospital in or near London for the cure of consumption, are to come in and prove their claims on or before May 21, at V. C. Stuart's Chambers.
MOUNTAIN, THOMAS (who died on April 27, 1855), Horse-dealer, Bristol. Creditors to come in and prove their debts on or before June 1, at V. C. Wood's Chambers.
NADIN, JOSEPH (who died in March, 1848), Gent., of Cheadle Mosley, Chester. Creditors to come in and prove their debts on or before May 22, at Master of the Rolls' Chambers.
ROBINSON, MARY (who died in April, 1856), Widow, of Norfolk-crsct., Middlesex. Creditors and incumbrancers to come in and prove their debts or claims on or before May 25, at Master of the Rolls' Chambers.

FRIDAY, *May* 1, 1857.

ALDERSON, ROBERT (who died on Feb. 14, 1851), St. Ann's-hill, Stockton, Durham, Gent. Creditors to come in and prove their debts on or before May 22, at V. C. Wood's Chambers.
ALLISON, HENRY (who died in Dec., 1853), Layton-fields-house, East Layton, Yorkshire. Creditors and incumbrancers to come in and prove their debts and claims on or before May 25, at Master of the Rolls' Chambers.
CAMPBELL, THOMAS CARINGTON (a person of unsound mind), 14 Earl's-ter., Kensington, and 35 Lincoln's-inn-fields (formerly of 21 Essex-st., Strand), Solicitor. Creditors to come in and prove their debts before the Masters' in Lunacy, at 45 Lincoln's-inn-fields.
DEWELL, THOMAS (who died in Feb., 1825), Lieut. in the Army, formerly of Gosport, Hants, late of Bingham New Town, Alverstoke, Hants. Creditors to come in and prove their debts on or before May 23, at V. C. Kindersley's Chambers.
DUGGLEBY, JOHN WALBY (who died in Dec. 1856), Farmer, Cottam, Yorkshire. Creditors and incumbrancers to come in and prove their debts on or before May 27, at V. C. Stuart's Chambers.
FETHERSTONAUGH, TIMOTHY (who died in April, 1856), Esq., of the College, Kirkeswald, Cumberland. Creditors and incumbrancers to come in and prove their debts and incumbrances on or before May 23, at V. C. Stuart's Chambers.
KING, WILLIAM (who died in August, 1850). Grecian-cot., Crown-hill, Norwood, Gent. Creditors to come in and prove their debts on or before May 25, at V. C. Kindersley's Chambers.
M'MAHON, ELIZA, otherwise ELIZABETH, (who died in February, 1856), formerly of St. Kitts, but late of Bloomfield-ter., Harrow-rd., Spinster. Creditors to come in and prove their debts on or before November 6, at V. C. Kindersley's Chambers.
PARKER, WILLIAM (who died in or about June, 1850), Yeoman, Metheringham, Lincolnshire. Creditors to come in and prove their debts on or before June 1, at Master of the Rolls' Chambers.
SMITHER, FRANCES JANE (who died in October, 1855), Widow, Assembly-row, Mile-end-rd. Creditors and incumbrancers to come in and prove their debts and claims on or before May 25, at V. C. Stuart's Chambers.
TUCKER, INGRAM (who died in July, 1851), Yeoman. Caple-le-ferne, Kent. Creditors to come in and prove their debts on or before June 11, at V. C. Kindersley's Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *April* 28, 1857.

HULL AND LONDON LIFE AND FIRE ASSURANCE COMPANIES.—The Master of the Rolls will, at his Chambers, on May 2, at 10. appoint an Official Manager of these companies.
METROPOLITAN CARRIAGE COMPANY.—Master Humphry peremptorily orders a call of 15*s.* per share to be made on each contributory, and the balance, if any, which will be due from him after debiting his account in the company's books with such call, to be paid to Mr. Goodchap, Official Manager, Walbrook-house, Walbrook.
TREVENA MINING COMPANY.—A petition for the dissolution and winding-up of this company was, on April 25, presented to the Master of the Rolls, which will be heard on May 7.—*Sol.* Henry Norris, 12 Southampton-bldgs., Chancery-la.
WHEAL HELEN MINING COMPANY.—A petition for the dissolution and winding-up of this company was, on April 27, presented to the Master of the Rolls, which will be heard on May 7.—*Sol.* Henry Norris, 12 Southampton-bldgs., Chancery-la.

FRIDAY, *May* 1, 1857.

GREAT CAMBRIAN MINING AND QUARRYING COMPANY.—V. C. Wood peremptorily orders a call of 12*s.* 6*d.* per share to be made on each contributory, and the balance (if any) which will be due from him after debiting his account in the company's books with such call, to be paid to R. P. Harding, the Official Manager, 5 Serle-st., Lincoln's-inn.

Scotch Sequestrations.

TUESDAY, *April* 28, 1857.

BALFOUR, PETER, Manufacturer, Dundee. May 7, at 1, British Hotel, Dundee. *Seq.* April 24.
CRAIG, WILLIAM, Wine and Spirit Merchant, Nelson-st., Tradeston, Glasgow. May 1, at 1, Faculty-Hall, St. George's-pl., Glasgow. *Seq.* April 23.
MARSHALL, ROBERT, Farmer and Grain Dealer, Whitehill, Old Monkland, Lanarkshire. May 5, at 2, Royal Hotel, Airdrie. *Seq.* April 21.

FRIDAY, *May* 1, 1857.

CAMPBELL, DONALD, Innkeeper, Amulree, and Woodside, Doune, Perthshire. May 9, at 12, Procurator's Library, County-bldgs., Perth. *Seq.* April 29.
FERGUSON, JOHN, Flesher, Partick, Glasgow. May 5, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* April 25.
MILNE, ALEXANDER, Baker, Dundee. May 9, at 12, British Hotel, Dundee. *Seq.* April 28.
ROSS, A. M'DOWALL & CO., or ADOLPHUS M. ROSS & Co., Fancy Goods Warehousemen, New-buildings, North-bridge, Edinburgh, and JAMES EDWARDS, one of the Partners of that Co. May 5, at 1, at Dowells & Lyon's Sale-rooms, 18 George-st., Edinburgh. *Seq.* April 28.
SANGSTER & DUNLOP, Wholesale Stationers, 16 South St. David-st., Edinburgh. May 8, at 1, at Cay & Black's Sale-rooms, 65 George-st., Edinburgh. *Seq.* April 29.